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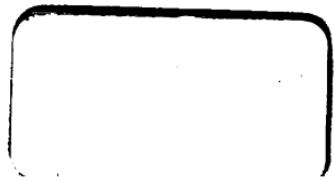
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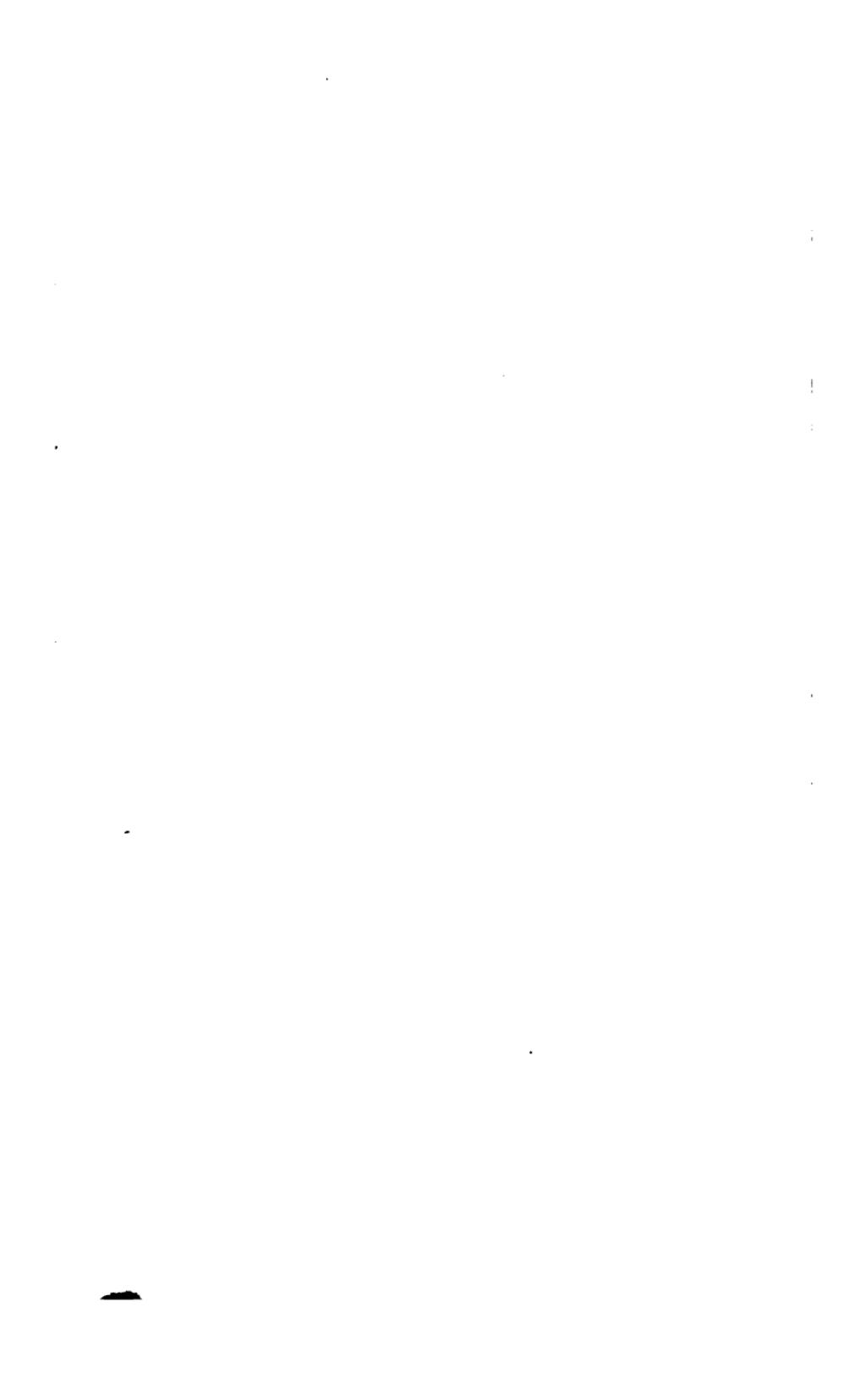












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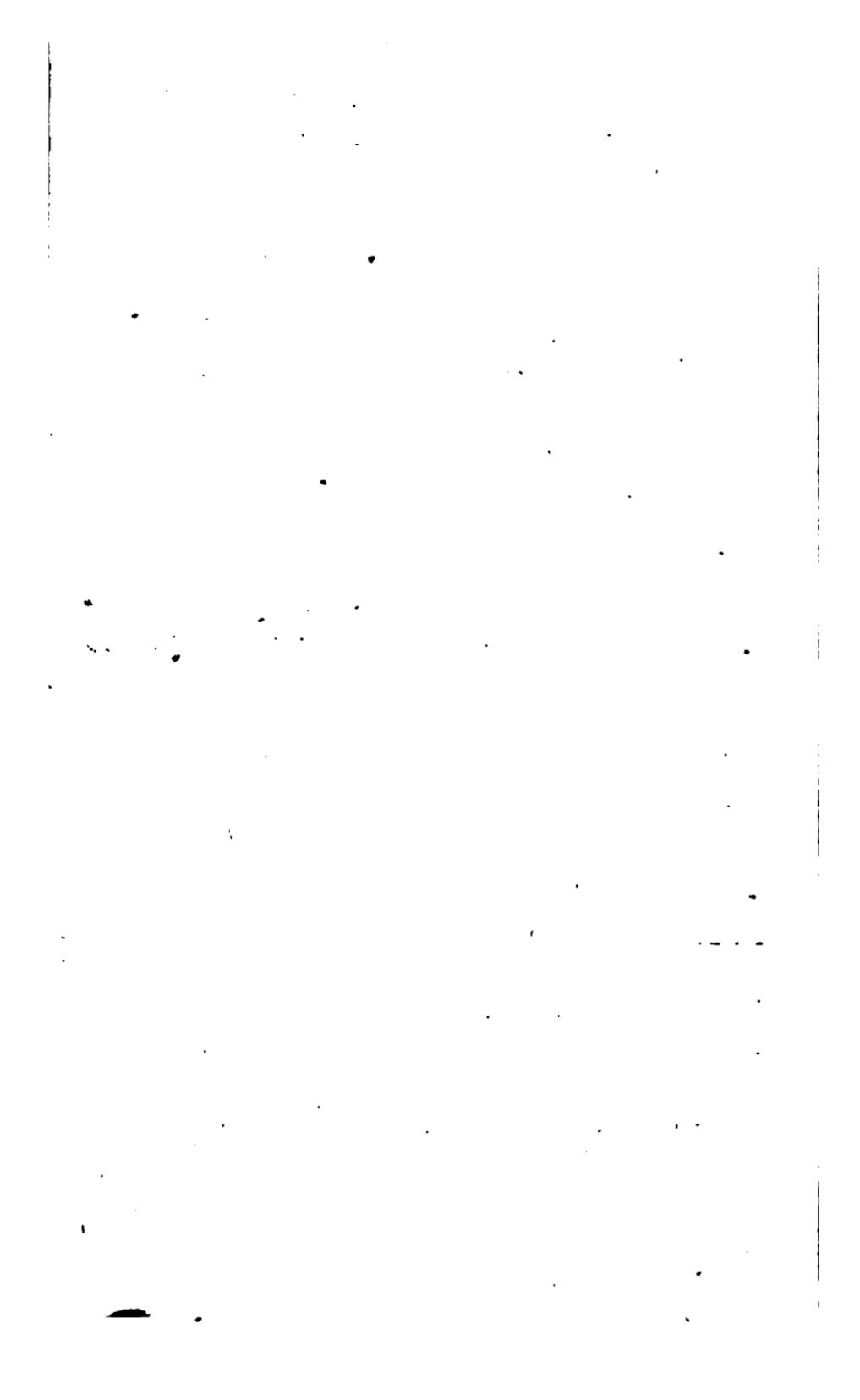
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THE P R E F A C E.

AS Conveyancing hath always been esteemed one of the most considerable Branches of the Law, our Estates and Fortunes being thereby secured to us and our Posterity in the surest Manner; to publish a compleat Work of the best Precedents and Instructions, in the whole Course of that Business, is a great and necessary Undertaking, worthy to be attempted.

This Consideration, (with the good Reception my Court-Keeper has met with,) heightened my Ambition to be concerned in so useful and beneficial a Performance; wherein I have endeavoured to set all Obscurities in a clear Light, and made use of such Methods and Instruments to accomplish the same, as will render it a Directory to all, even in the most difficult Matters, so as to draw any Deed or Conveyance in the most effectual Manner.

You'll

You'll see these Volumes are not filled up with obsolete and antiquated Precedents, and any, whether good or bad, to add to their Bulk, as too commonly Books of this Nature are; But the Precedents herein, you will find conformable to the modern Practice, and agreeable to the best Methods of Practice now in Use; which have been sufficient to recommend them, since I have this Opportunity of sending a further Edition of them into the World.

This first Volume, you may observe, contains an Abridgment of the Law relating to Conveyancing, and all Deeds in general, with every Thing incident to them; which I have briefly collected from all the Books of any Signification extant on that Head; and which may serve as a sufficient Instruction concerning the Legality of Deeds: And also all Manner of the smaller Kinds of Precedents, concluding with Settlements of Personal Estates, Annuities, Money in Funds, &c. But neither these Precedents, nor those contained in my two last Volumes of this Work, are such as you meet with in the Works of other Persons, unless it be some few absolutely necessary.

The Second Volume, comprehends Special Gifts, Grants, Assignments, Mortgages, and

The Preface. iiii

and greatest Variety of all Sorts of Securities, in the most extraordinary Cases; So that any Thing of what Kind which may occur, may be with Ease discharged, By the right Application of these Precedents, which will not be a Work of much Difficulty.

The Third and Last Volume consists of Special Conveyances, Settlements, Uses, Wills, &c. wherein you will likewise meet with ample Instructions in Business of that Nature, and have so good a Notion of it, (that although it be the most difficult and difficult Part of Conveyancing) as to cause your Performances that Way to be attended with Success, and your self at the same Time applauded, as your Client is well secured.

A great deal more might be said in behalf of this Performance; but I shall only repeat, That as Conveyancing is a Business of great Importance, and the only Security of Mens Rights and Properties, I have now endeavour'd to make every Thing clear, perfect and unexceptionable; And I presume to say, it will appear to be so correct as to be an Assistant to all which are concerned in Affairs of this Kind, and an Instruction and Information to those as are not,

I shall

viii The Preface.

I shall conclude my Preface with observing, That the large Precedence in this Work, above, for the most Part, goes thro' the Hands of some of the greatest Men of the present Age; and in this Edition, Care has been taken to amend the Errors of the former; (which were increas'd by my Distance from the Press) and to add several Curious Precedents throughout, since of the Author's and others Practice and Experience.

G. JACOB.

THE

The ACCOMPLISH'D CONVEYANCER.

*The Nature and Kinds of
Deeds and Instruments used in
Conveyancing ; and First,*

*A Deed in general, what it is, and also
the particular Parts of a Deed.*

A DEED is an Instrument or Writing A Deed in Paper or Parchment, sealed and delivered, to testify the Agreement of the Parties thereunto, for the Matter contained therein.

And of Deeds there are divers Kinds, some of them concern Lands, and some of them Goods, some are indented, and others of them are poll. The Sorts of Deeds, and how executed.

Deeds indented are cut at the Top, one into the other, and are sometimes of two, three or more Parts, and every Party to the Deed hath a Part of it, which all make but one entire Deed in Law : The Grantor or Feoffor signs the Principal or Original, and the rest are only Counterparts, and the Person or Persons to whom a Thing is conveyed, sign such Counterparts to each of the Grantors or Feoffors ; and if there

B be

be two Grantees, they must each of them have an Original Deed.

The Deed-Poll is plain at the Top, and not indented; and both this Sort of Deed, and the Deed indented, may be made in the first Person thus: *Know all Men by these Presents, That I A. B. of, &c. Have given, granted, &c.* Or in the third Person thus: *This Indenture made between A. B. of, &c. and C. D. of, &c. Witnesseth, That A. B. Hath given, granted, &c. and be good.*

The several
Parts of a
Deed.

Deeds of Feoffment, Gift, Grant, Bargain and Sale, &c. by which Land is usually passed from Man to Man, have certain formal and orderly Parts which compose the whole, (viz.) The Date; the Premises; the *Habendum*; the Covenants and Terms of the granting, and holding of the Thing granted; Condition, Warranty, &c. and the Conclusion, *In Witness, &c.*

The Pre-
misses.

The Premisses, which is all the fore Part of the Deed to the *Habendum*. The Office of this Part of the Deed is to rightly name and set down the Grantor and Grantee, and Certainty of the Thing granted, either by express Words, and that which is certain in itself, or by that which by Reference may be reduced to a Certainty: And within this Part comes in the Exception and Recital; if there be any in the Deed.

The Recital.

The Recital, is the setting down or Report of something done before. Recital in granting a new Estate, where there is an old Estate in being, of the Thing granted before, is not absolutely necessary but where the King is Grantor, and not in the Case of a common Person; nor is it needful where a Man is to derive a lesser Estate out of a greater, or to assign over a Term of Years that there should be any Recital of the former Estate then in being; but it may be omitted.

omitted: Howbeit, if you do recite it truly, it is best. And if you take upon you to make a Recital, you must take Care to do it exactly, and not misrecite or mistake, which may be dangerous: So if one grant a new Estate with Reference to the former Estate, the same Exactness is to be observed.

The Exception in a Deed is a Clause thereof, whereby the Feoffor, Donor, Grantor or Lessor, doth except somewhat out of that which he hath granted before by the Deed; and thereby the Thing excepted passeth not, but it is divided from the rest of the Things granted, as if no mention had been made of it in the Deed.

The *Habendum* is that Part of the Deed which beginneth with, *To have and to hold*, the Office whereof is to limit the Estate to the Grantee.

The Reservation or *Redendum* in the Deed is a Clause in the same, whereby the Feoffor, Donor or Lessor, doth reserve something to himself out of that which he granted before, and is commonly made by the Words, *Leaving, Paying, Doing, Reserving, &c.* and this doth always either reserve something which was not before, or abridge the Tenure of that which was before.

The Condition of a Deed is a Clause of *Re-Condition*, strait, or a Bridle, annexed and joined to an Estate, staying and suspending the same, and making it uncertain whether it shall take Effect or not.

And of these Conditions there are divers Sorts, for some of them are precedent to the Estate, and the Condition must be performed before the Estate can take Effect: And some are subsequent, that is, when the Estate is executed, but the Continuance thereof depended upon the Breach or Performance of the Condition.

Some of them also are in the Affirmative, that is, consist of Doing; and some in the Negative, that is, they do consist of not Doing. Some of them also are Collateral, that is, when the Act to be done is a collateral Act to the Estate, as to pay 10*l.* or the like; and some of them are Inherent, that is, annexed to the Rent or Estate.

Some of them are also Restrictive, as that the Lessee shall not alien, or not commit Waste: And some of them are Compulsory, as that the Lessee shall pay the Lessor a Sum of Money, or lose his Estate.

Some of them are Single, to do one Thing only; and some of them are Copulative, to do divers Things.

Some Conditions make the Estate whereunto they are annexed void, without Entry or Claim: Others make them voidable only by Entry or Claim.

Some Conditions tend to destroy Estates, and some to make or enlarge them; and some neither to make nor destroy, but to clog Estates: As a Lease made rendering Rent, on Condition that if the Rent be not paid, the Lessor shall enter and keep the Land until the Rent be paid. And Conditions of all these Sorts may be good in a Deed. But when a Condition is created in a Deed, the Law will judge it favourably for the Party that is to perform the same.

Covenant. A Covenant in a Deed is the Agreement or Consent of two or more expressed therein, whereby either or one of the Parties doth promise to the other, that something is done already, or shall be done *in futuro*.

Covenants are some of them Real, which is, where a Man doth bind himself to pass a real Thing, as Lands or Tenements, or to levy a Fine of Land, &c. or when it doth run in Reality so with the Land, that he that hath the one hath the other, or he that hath the one must do the other: Or it is Personal, that is, when it doth run in the Personality, and not with the Land, but some Person in particular is to be charged with, or have Benefit by it, as when one doth Covenant to build or repair a House.

Covenants also are said to be either inherent, that is, such as are conversant about the Land, as that the Thing demised be quietly enjoyed, repaired, or the like: Or Collateral, that is, about some Collateral Thing which does not concern the Thing granted, as to pay Money, &c.

A Warranty in a Deed is a Clause or Covenant made in it by the one Party to the other, whereby the Party, Feoffor, Donor or Lessor, doth for him and his Heirs grant to Warrant, and secure Land, granted to the Feoffee, Donee or Lessee and his Heirs, during the Estate granted.

*Observations relating to Deeds in general,
and their Exposition.*

IT is necessary in the well making of a Deed Things to be done to perfect a good Deed. that the following Rules be observed, viz. That it be written on Parchment or Paper legibly and formally; that the Persons that make the Deed be capable to make such a

Deed absolutely, and not disabled by Law; that the Persons to whom the Deed is made be capable, and not disabled by Law to take the Thing given by the Deed; that the Thing granted, as also the Names of the Grantor and Grantee, be set down by sufficient Names, and well expressed in the Deed.

If the Man that is to seal it be one that cannot read himself, that it be read, or the Contents thereof truly declared to him before sealing; that the Deed be then sealed by him that makes it, or some other lawfully authorized by him; that it be delivered by the Party as his Act and Deed, or by some other, by Authority from him in his Name.

That the Foundation of the Deed be good and honest, and not to perfect any unlawful Contract made by Force or Fraud; and in some Cases, to make a Deed good, and an Estate pass by it, some other Ceremonies are to be used, as Inrollment, Livery of Seisin, &c, and in most Cases the Agreement and Acceptance of him to whom the Deed is made, is necessary: Of all which I shall say something in their proper Order.

Writing.

And first, of the Writing of a Deed, which must be done upon Parchment or Paper, as has been before taken Notice of: It must be all written before it be sealed and delivered; for to insert any Thing in a Deed after it is sealed and delivered, makes it void.

It may be written in any Hand, and in any Language. The writing crooked or besides the Lines will not prejudice the Deed, nor any Razure or Interlining made before the Delivery: But such Razure or Interliniation, if it be in a material Place, ought to be taken Notice of by some

some Indorsement; nor will false *Latin* or *English* hurt a Deed, if the Sense of the Parties can be clearly discern'd by the Words. And if there be Abbreviations, the Construction will not vacate its Force, as if one grant *tot' ill' Maner' de, &c.* If it be but one Mannor the Words shall be taken for *totum illud Manerium*; and if two Mannors, then they shall be taken for *tota illa Maneria*.

The Matter written must, for the Substance thereof, be legal and orderly, and it is not material, whether it be in the first or third Person, so as the Words be aptly applied: Nor is it necessary that every Deed have all the Parts ^{Deed good} of a Deed before named, as the Premisses, *Ha-* ^{without} *bendum, &c.* for a Deed may be good without ^{*Habend' or Date,*} any *Habendum*; so a Deed may be also good when the Parts of it are placed otherwise than as is before set down.

It may be good without a Conclusion; so it may be good without a Date, or if it have a false or impossible Date; in which Case the Time of Delivery will be the Time of Commencement. And if there be no mention made of the Sealing and Delivery, yet if in Truth it be sealed and delivered, and the Sealing and Delivery can be proved, it is good enough.

As to the Parties that make the Deed, they Parties must be of Ability, that is, Persons natural Male or Female by Birth; as Native Subjects, Aliens naturalized, Corporations Sole, or Aggregate of many not forbid by Law, may, by common Consent, give or grant by Deed.

And Bastards, such as are Deaf, Dumb or Blind, that have Understanding, and sound Memory, although they cannot express their

Inteations otherwise than by Signs; Drunken Persons, Excommunicate, Outlawed Persons, may make any Deed, as other Men may do; Joint-Tenants, Tenants in Common, or Partners, may grant away their Parts to Strangers.

But Persons attainted of Treason, or Felony, or on a Premunire; Ideots, Madmen, Men Deaf, Blind and Dumb from their Nativity; Women Covert without their Husbands, Infants, &c. cannot make good Deeds of Gift, or Grant, or any Kind of Deed, except in some few Special Cases.

Generally he that is disabled to give or grant by a Deed, is disabled to take by a Deed; but in some Special Cases, Persons Attaint, Aliens, Infants, Women Covert, Ideots, and such like, though they cannot make a Gift, or Grant, yet may they have, or take by a Deed of Gift, or Grant; but then some of those Deeds by themselves, and some by others, may be avoided. The Person to whom a Deed is made, must be in being at the Time of the Deed made.

Thing granted.

The Thing to be given or granted by the Deed must be not only grantable in its own Nature, but grantable by him that doth grant it.

All corporeal and immovable Things, such as Houses, Lands, Woods, and the like, are grantable in Fee, in Tail, for Life, or Years.

Also incorporeal Things, as Rents, Services, Advowsons, Presentations, Reversions, Remainders, Offices, Licences, Franchises, Commons, are grantable by Deed: Chattels Real and Personal, as Leases for Years present or to come, the Interest a Man hath in Land by Extent upon Statutes or Judgments, Oxen, Horses, Plate,

Plate, Household-Stuff, and the like, are grantable; also Trees, Grafs, Fruit upon the Trees, Wooll upon the Sheeps Back, Tythes, Deeds, and almost all Things are grantable by Deed.

And some of these Things are grantable at the first in their Creation, but not assignable afterwards; and some of them are grantable, and assignable over always.

And some Things may be granted entirely, but not in Part; and other Things may be granted either entirely or in Parts: And some Things that are incident to others, are not grantable without the Thing to which they are incident.

A bare Possibility of an Interest, which is uncertain; a Rent, a Service, or other Thing that is wholly in Suspence; Things in Action, and Things of that Nature, as Causes of Suits, Rights and Titles of Entry; Things that are *ferae Naturae*, as wild Conies, Hares, Deer, or the like, are not grantable at all by Deed; so neither are Trusts and Confidences of Lands or Goods.

You must take Care that there be no Mistake Persons and in the Names of the Persons and Things in Things described. in the Names of the Persons and Things in Things described. your Deed, but be very exact and particular.

It is safe therefore to set down the Parties by their Names of Baptism and Surnames, with sufficient Additions of Place, Estate, Degree, Mystery, or Occupation, to distinguish them from other Persons of like Name.

And for the Thing granted, it is safe to set it down by apt and usual Names; and by such other Accidents and Circumstances as may certainly describe it, and distinguish it from all others. But Mistakes in this Case, unless they be very gross, will not make void the Deed.

If

Reading of a Deed false. If the Party that is to seal the Deed be a blind or illiterate Man, and he desire to hear the Deed, read or the Contents thereof declared to him, and it be not done, and he after seal and deliver the Deed, this is not a good Deed. And if upon, or without any such Desire, he to whom the Deed is made, or a Stranger, read the Deed, or declare the Contents thereof falsely, and otherwise than they are, the Deed will be void, at least for so much as is mis-read, or mis-declared.

But if the Party himself that is to seal and deliver the Deed, before the sealing of it cause another that is a Stranger covinously to read it, or declare the Contents thereof falsely to him, of Purpose to make the Deed void, this will not hurt it.

And if the Party that is to seal the Deed can read himself, and doth not, and being an illiterate or a blind Man, doth not require to hear the Deed read, or the Contents thereof declared; in this Case, albeit the Deed be contrary to his Mind, yet it is good.

Scaling. If a Stranger seal a Deed by the Allowance, or Commandment, Precedent, or Agreement subsequent of him that ought to seal it, before the Delivery of it; this is as good as if the Party himself had sealed it.

And if the Party seal it with any Seal, or a Stick that makes a Print, it is good; for if twenty be to seal a Deed, and they seal all with one Seal, if they make distinct and several Prints, this is good.

If a Writing be never so well written and delivered, yet if it be not sealed between the Writing and Delivery, it is not a good Deed;

but

but it is a good Deed, although it be not signed by the Party that does seal and deliver it.

Delivery of a Deed is either actual by Deeds Delivery, without Words, or Verbal by Words without Deeds; and by one of these Ways it must be made, otherwise let a Deed be never so well made and sealed, it will not be a good Deed.

And therefore, if the Party to whom it is made, take it up, or get it into his Hands, it will be of no Use to him.

A Deed may be delivered by the Party himself that doth make it, or by any other by his Appointment, or Authority precedent, or Agreement subsequent; and when it is delivered by another that hath good Authority, who doth pursue it, it is as good as if it were delivered by the Party: But if he do not pursue his Authority then it is otherwise.

A Deed may be delivered to the Party himself to whom it is made, or to the Uses within mentioned, or to any other by sufficient Authority from him; or it may be delivered to any Stranger for, and in the Behalf, and to the Use of him to whom it is made without Authority: But if it be delivered to a Stranger, without any such Declaration, Intention or Intimation, except it be in Case where it is delivered as an *Escrow*, it is doubtful.

If the Delivery of the Deed be before or after the Day of the Date of the Deed, it is good enough; but if it be delivered before it be sealed, it is not good.

If after a Man has sealed a Deed, he delivers it to him to whom it is made, or to some other by his Appointment, and say nothing, this is a good Delivery: So if I take the Deed in my Hand, and use these or the like Words, *Here* take

take it; or, this will serve; or, I deliver this as my Deed; or, I deliver this to you; these are good Deliveries.

So if I make a Deed of Land to another, and being upon the Land, I deliver him the Deed in the Name of Seisin of the Land; so if a Deed be sealed, and lying in a Window, or on a Table, and a Man uses these or the like Words, *There it is, Take it as my Deed;* these are good Deliveries, and good Deeds.

The Delivery of a Deed as an *Escrow*, is where one doth make and seal a Deed, and deliver it in apt Words to a Stranger until certain Conditions be performed; and then to be delivered to him to whom it is made, to take Effect as his Deed.

In such Case the Party will not have the Advantage of the Deed until the Conditions are performed: But if you Seal and Deliver it to the Party himself, to whom it is made as an *Escrow* upon Condition, in this Case, let the Words be what they will, the Delivery is Absolute, and the Deed shall take Effect presently, and the Party is not bound to perform the Conditions.

Regularly there cannot be two Deliveries of one Deed, unless it be where the first Delivery is on Condition that a second Delivery be made; for where the first doth take any Effect at all, the second is void: But where it doth take no Effect at all, as before in Case of an *Escrow*, or is void by the first Delivery; as a Woman that hath a Husband doth seal and deliver a Deed; and when she is sole after her Husband's Death doth deliver the Deed again, by this Means the Deed is become good.

So where a Deed once good, afterwards becomes void by some Accident, as by the Breaking of the Seal, or the like; and the Party seal and deliver it again, by this Means it is made good again: And if the Name or Mark be worn out, it will be convenient to have it signed anew, though it will be good without it.

The Deed of a Corporation needs not any Delivery, but the putting the Common Seal gives it Perfection. *Davis Rep.* 44. *Dean and Chapter, Farn's Case.*

It was resolved in *Thoroughgood's Case*, 9 *Rep.* 136, that the actual Delivery of a Writing sealed to the Party, without any Words, is a good Delivery; so to deliver a Writing without saying, *As his Act and Deed.*

Lessee grants his Term by Deed, and Seals it in the Presence of the Grantee, and of several other Persons, and the Deed was read, but not delivered, but left in the same Place, adjudged a good Delivery in Law. *Crok. Eliz.* p. 7. *Shelton's Case.*

If a Man seal a Writing, and deliver it to a Stranger to deliver it to the Party to whom it is made, after certain Conditions performed, if the Stranger delivers it before the Conditions performed, yet this is his Deed, and he is put to his Remedy against the Stranger. 9 *H. 6.* 37. *b. contra 14 H. 6. 1.*

A Deed may be well made, read, sealed and delivered, and yet may be void, or at least by Compul-voidable for other Causes; as when it is inju-
riously gotten by Force, or dishonestly by
Fraud, or upon some corrupt Agreement.

As where one doth threaten another to kill or maim him, if he will not make him a Deed of Feoffment, Gift, Grant, Lease, Release, Obligation,

bligation, &c. or doth imprison him 'till he make such a Deed, if it be not by due Process at Law, and thereupon he maketh such a Deed, this is not a good Deed to bind the Party that made it; but then it must be a Threatning of Life or Member, or Imprisonment, or Beating itself to the Party himself, and not a Threatning to do his Wife, or any of his Family, or House, or Goods, hurt, for that will not make the Deed void.

A Deed made in Pursuit and Execution of a usurious Contract, which is such a Contract whereupon the Lender of Money is to have for the Loan of it above the Principal, more than after the Rate of five Pounds *per Cent. per Annum*, is void.

A Deed made containing the Grant of any Thing, with Intent and of Purpose to deceive and defraud one that shall afterwards buy the same Thing, is void as to him that shall buy the Thing. A Deed made of any Thing, with Intent and Purpose to deceive and defeat Creditors of their just Debts and Duties, is void as to Creditors. A Deed made for the buying and selling of several Offices is void by the Statute of 5 Ed. 6. cap. 16.

And although a Deed be well made as to all the Particulars before mentioned, yet it may not be good for want of some other Matter, as Inrollment, Livery of Seisin, or the like; for where these Things are requisite, the Deed of Feoffment or Grant, is not good until it be done; neither for that Thing which will not pass without that Ceremony, nor yet for that, which otherwise had it been alone, might have passed by the Deed.

Where

Where Estates pass by Way of Use, on Consideration of Blood or Marriage, there it is usual, at the End of such Settlements to add a Covenant to stand seized, lest any material Ceremony be omitted in the Execution of them.

Where a Deed is made to a Man of any ^{void by} Thing without his Agreement, it is good, and ^{Disagree-} ^{ment.} doth vest the Thing in him 'till Disagreement: But when he comes to know it, he may refuse it, and so make the Deed of no Force: As when a Lease for Years of Land, or Gift of Goods, or an Obligation is made and delivered to the Use of one, and he, when it is tendered to him, doth refuse it, and disagree to the same, this is void.

But when once the Party, by his Acceptance and Agreement, makes the Deed good, he can never after refuse it, and by Disagreement make the Deed void: And when by his Refusal and Disagreement he hath made the Deed void, there regularly he can never after, by his Agreement, make it good. But of this last, *Quere.*

A. let Land to *B.* by Indenture dated *Febru-* ^{False Recital.} *ary 10.* 27 *H.* 8. and after dies; and *C.* the Heir, of *A.* by Indenture recites the said Lease, but does it wrong, (*viz.*) reciting it to be dated *February 10.* 28 *H.* 8. and then lets it, by the same Indenture to *D.* for Years, to commence after the Expiration of the said recited Lease, and after the Sealing and Delivery of this last Lease, this Misrecital is razed, and made *Febru-* ^{the} *ary 10.* 27 *H.* 8. according to the true Lease; but it's not known by whom it was done, and when. *Per Cur'.* This shall not avoid the Interest of the Estate for Years, although it shall avoid the Deed; and it's not necessary to shew

the Deed for the Maintenance of the Estate
Hill to Car. B. R. Miller and Mānaring.

Deeds
voidable by
Rasure, In-
terlineation,
&c.

If a Deed be razed or interlined by a Stranger, in a material Part, by this it's void, *1 Roll's Rep. 40. 11 Rep. 27. Piggot's Case.*

If the Rasure be in a Place not material, it is not void by it. *1 Leon. 282.*

If a Deed contain divers absolute and distinct Covenants, and any of the Covenants be altered by Addition, Interlineation, or Rasure, this Misfeazance, *ex post facto*, avoids all the Deed; for although they are several Covenants, yet it is but one Deed.

An Interlineation, without any Thing appearing in the Deed contrary to it, will be presumed to be done at the Time of the making the Deed, and not after it. *1 Keb. 22. Trowel's Case.*

A Deed well made, if it be after the sealing and delivery of it, altered by Rasure, Interlineation, Addition, drawing a Line through the Words, though they be still legible, or by writing new Letters upon the old Letters, in any material Part of it, by this it is made void. Or if after the Sealing and Delivery, the Seal happen to be broken off, or utterly defaced, so that no Print thereof remaineth; or if it be broken off, and glued or sewed on again, or the Wax heat and put on again, or the Label broken off and sewed on again; by whatever Means this be, unless it be by his Means that made the Deed, or happen to be broke in Court, by this the Deed is become void.

Further Re-
marks on a
Deed.

Both Grantor and Grantee are to sign and seal the Deed, otherwise it is void to those as omit signing.

But

But a Lessor sealing, and not the Lessee, is a good Deed, because that is the Original, and the other merely a Counterpart: And if there happen to be any Variance between the Original and Counterpart, the Counterpart must be amended, and made to agree with the Original, which only is binding.

A Deed is good without a Name or Mark, if duly sealed and delivered; but 'tis the best Way to have it signed: A Writing not sealed and delivered, cannot be pleaded as a Deed, but as an Evidence only, or Proof of the Agreement therein. And the more Witnesses you have to a Deed, the less it is liable to Forgery.

All Deeds must be made upon a good and valuable Consideration, either of Money, Service, Nature, Blood, &c. *bona fide*: And all Deeds whatsoever are most strongly taken against the Grantors, &c. and for the Benefit and Advantage of the Grantees.

All Deeds have Relation to, and take Effect from the Time of their Delivery, and not altogether from their Date, for the Time of the Delivery is always presumed to be the Time of their Date, unless the contrary do appear: And hence it is, that if a Statute be acknowledged the 24th Day of *April*, and the Conusee make a Release of all Demands, dated the 23d Day, and deliver it the 25th Day, by this Release the Statute is said to be discharged. And if a Writing be dated in the Minority of an Infant, and is sealed and delivered by him when he is of full Age; this is a good Deed, and will bind him. A Deed may be dated a reasonable Time backward, but not any Time forward: And the first Deed and last Will shall stand in force.

A Deed made to a Man and his Heirs for Term of Years, will go to his Executors as a Chattel, and be void to his Heirs: And the contrary, if Lands be given to a Man and his Heirs and Executors for ever, it will go to the Heirs as a Freehold, and be void as to his Executors.

A Deed made by several Persons, some whereof have no Right, shall be good against him or them which have Right, but void as to those which have no Right; and shall be taken only as the Deed of those which have the Right.

A Deed made as a Feofment, Indenture, &c. may pass sometimes as a Grant, Surrender, Deed Poll, &c. and be good.

And when a Deed may enure to divers Purposes, he to whom it is made shall have Election which Way to take it, that Way as may be most for his Advantage.

Pleading to a Deed, &c. Where a Man is sued upon a Deed, if when the same is brought into Court it appears to want Writing, Sealing, or Delivery; or if it be not sealed, written, and delivered as it ought to be, he may take Advantage and plead *Non effidit*, that it is not his Deed.

So he may also, when upon Alteration or Rasure the Deed is become void.

So also where the Deed hath lost its Virtue, by the not reading or mis-reading it to an illiterate Person; or by Refusal or Disagreement.

But in all Cases where the Deed is only voidable at the Time of the Pleading; as when it is sealed by an Infant, or *per Dures*, or where the Obligation, &c. is joint, and but one of the Parties sued; in such like Cases the Party must avoid it by special Pleading, and pray Judgment if the Plaintiff ought to have his Action.

When

When a Deed is shewed in Court, it remains there usually all that Term in the Custody of the *Custos brevium*: And when he that is Party or Privy in Estate or Interest, or one who justifies in the Right of him that is such Party or Privy, doth plead a Deed in any Court, altho' he claim but Parcel of the Original Estate; yet he must shew the Original Deed to the Court to approve itself: And the adverse Party may take any Advantage by it that it will afford him, whether it be upon a Condition, Limitation, or Revocation, &c.

But Strangers to an Estate that are neither Parties nor Privies, are not compellable to shew a Deed; tho' they make use of it.

If the Possession of a Deed be denied, then it is to be kept in Court until it be determined.

But if at the End of the Term the Deed be not denied, then the Law doth judge the Possession of the Deed in him to whom it doth belong.
Co. Lit. 225, 231, 267, 317.

A Deed may be vacated in the Court of *Chancery*, when it appeareth that the Deed was obtained by some Fraud, Force, Circumvention; or when it doth appear to be forged, and the like.
Bro. fol. 38. Cramp. Jar. 19, 40.

No Purchaser can avoid a precedent Conveyance made by Fraud, but he that is a Purchaser for Money or other valuable Consideration paid; for tho' Consideration of Blood be a good Consideration, yet it is not such a Consideration as is intended by the Statute of 27 Eliz. c. 4.

And the Statute of 27 Eliz. hath made voluntary Estates made with Power of Revocation as to Purchasers, in equal Degree with Conveyances made by Fraud and Covin to defraud Creditors.

An Assignment of a Lease, where the Assignor keeps Possession is fraudulent, and such Fraud may be averred. *Ventr. Rep. 1 Part. fo. 329;* 337.

If a Man settles his Estate upon his Cousin by Fine and Recovery, and after sell it to F. S. for a valuable Consideration, the Settlement is fraudulent as to the Purchaser. *Siderf. 1 Part, fol. 133. Prodg. versus Langham.*

As to the Exposition of Deeds, there are four Grounds. 1. That they may be most Beneficial to the Taker. 2. They shall never be void, where the Words may be employ'd to some Intent. 3. The Words shall be construed according to the Intent of the Parties, and not otherwise. 4. They are to be consonant to the Rules of Law. *Plowd. 160.*

They must have a reasonable Exposition, and be without Injury to the Grantor, to the greatest Advantage of the Grantee: For the Law will never make any Construction of a Deed to the Prejudice of any; or against the Meaning of the Parties. *Plowd. 161. Co. Lit. 313.*

It is a good Rule to expound the Deed so that all the Parts shall stand together: And no Man by his own Act shall frustrate his own Grant.

Observations and Maxims relating to the particular Parts of Deeds, with Law-Cases and Resolutions therupon.

A Deed Poll.

AND first, a Deed Poll consists but of one Part, which the Feoffee, Grantee or Lessee usually hath: But the Deed indented consists of more Parts than one; as *Bipartite*, when 'tis of two Parts; and there are two Parties to the Deed,

Deeds by
Indenture.

Deed, and then commonly the Feoffor, Grantor or Lessor hath the one Part, and the Feoffee, Grantee or Lessee, the other Part. And sometimes it is *Tripartite*, (viz.) when there are three Parties and three Parts, and then generally each Party hath a Part of the Indenture. And sometimes it is *Quadrupartite*, (viz.) when there are four Parties, or four Sets of Parties, and four Parts of the Deed. And sometimes *Quinquepartite*, (viz.) when there are five Parties, and five Parts of the Deed. And sometimes *Sextipartite*, (viz.) when there are six Parties, and six Parts of the Deed.

And it is good and safe to have two Parts of a Principal Deed, a Principal and Counterpart, and that ^{and Counterpart.} each Party seal a Part to the other Party; yet if there be but one Part, and that Part be made in the first or third Person, and both the Parties do seal and deliver this Part one to another, this is of the same Force as if there were two Parts; and if there be mutual Covenants, each of them may sue one another upon them: And where there are many Parties to a Deed, it is usual for all the Parties to seal every Part of the Deed, especially in Settlements, where every Part is an Original, and there is no Counterpart.

As to the particular Parts of Deeds; a Deed Date may be good without any Date, if the Sealing and Delivery and Time of doing it can be prov'd, as has been before observed: And the Date may be either at the Beginning, or at the End of the Deed, and wherever it be put, it is safe to put down the certain Day of the Month, the Year of the King or Queen's Reign, and the Year of our Lord.

The Names of Persons in Deeds are to be set Partie down, to distinguish and to make the Person

intended certain ; and tho' Defects or Mistakes herein, except they be very gross, will not hurt, yet it is best and most safe to describe the Persons Parties to the Deed by all their true and proper Names, or at least by the Names they are usually called, if their Names cannot be rightly known ; and by their right Additions.

Considera-
tion.

As to the Consideration of a Deed, it is to be noted, That some Deeds may be good, tho' there be no Consideration set down, as will be explained in what follows.

But a Deed of Bargain and Sale, and a Deed of Covenants to raise Uses, must have a Consideration in it.

And where a Consideration is necessary, it is either of Blood or the like, or it is of Money or Money's Worth, as of Cattle, Land, Corn, or any other valuable Thing.

The Considerations following are generally used :

As for Money paid, or secured to be paid, For natural Love and Preferment of Children. For Settlement in the Family and Blood. For assuring Lands in Jointure before or after Marriage. Towards Performance of former Covenants. For Payment of Debts, and the like.

Where a Consideration is necessary, if it be but Five Shillings, it is as good and effectual in Law as if it were an Hundred Pounds.

It is further to be observed, That if one make a Deed of Feoffment, Bargain and Sale, Gift or Grant of Lands to a Stranger without any Consideration at all, and it is not agreed or declared to what Use or Intent it shall be, then it shall be to the Use of him that makes the Deed, and the other Party will have no Benefit by it.

So if a Lessee make an Assignment of his Estate, without Consideration, it shall be to the Use of the Assignor.

But if any Consideration of Money or other Thing be paid or given for it, or if any Rent be reserved upon the Deed which amounts to a Consideration in Law, it shall vest the Land in the Feoffee, Grantee, &c.

And so where any Tenure is reserved, there the Use will arise: Therefore Gifts in Tail, and Leases for Lives and Years, are good to all Purposes, especially if any Rent be reserved upon them, altho' they be made without any Consideration.

So also are Exchanges, Confirmations, Surrenders, and Releases: So are all Deeds of Gift and Grant for Goods or Cattle.

Also in a Deed of Land, if there be Uses expressed, as, *To have and to hold to the said A. B. and his Heirs, to the Use of him the said A. B. and his Heirs*; there he shall have the Use also, altho' no Consideration be given for it.

Yet it is safest to express some Consideration, and tho' it be but small, if really paid, it will be good in Law.

In this Part of the Deed all that is to be conveyed must be set down; for if any Thing more be put down in the *Habendum* than is in the Grant, it will not pass; for only what is mentioned in the Grant will pass.

The Order generally observed in setting down the Particulars of the Grant, is as follows, viz. The more worthy Things before the less worthy; as, a Mannor before a Messuage, a Messuage before Land, Arable Land before Meadow, and Meadow before Pasture, &c. General Things before Special Things; And particular Things af-

ter this Order, a Messuage, a Toft, a Mill, Barns, Out-houses, Gardens, Orchards, Arable Land, Meadow, Pasture, Wood, Furzes, and Heaths, Commons, and Rents. But this Regularity is not necessarily required; for it is good in Law, though it be otherwise placed.

If there be a Certainty in the Thing granted, as it is described, and it can by any circumstantial Matter within the Grant be found out, altho' there be not an orderly and formal Description of it by the Quality of the Thing, the Boundaries, &c. yet the Deed herein may be good, and the Thing pass.

But however, let the Thing granted be carefully set down, and certainly described by the Quality, Quantity, and Situation thereof, and any Thing else that may ascertain it; for if any Thing granted be altogether incertain, and not reducible to a Certainty, the Grant will be void for that Part, and nothing will pass.

Any Thing may be granted by the Name whereby it is, and hath been usually called of later Times, as within this nine or ten Years, albeit it be an improper Name, or not its first or true Name.

By the Grant of any House, Land, or like Thing in Possession, the Reversion thereof, and the Rent reserved upon any Estate thereof made, may pass; but by the Grant of a Reversion the Possession will not pass.

In Case where a Man hath not all the Deeds with the Land in his own Custody, it is usual after the Grant of the Things in particular, before the general Words, And all Houses, &c. to interpose by Way of Recital from whom the Lands came to him that makes the Deed; that the Grantee may be able to make his Title to it by this Means, if he have Occasion. But

But great Care must be taken where any such Recital or Reference be made, that it be truly and rightly done, otherwise it will do more harm than good: And the Deed is good without any such Recital or Reference.

It is best and safest rather to have too many general Words than too few.

The Words, and all the Estate, &c. are used when he that makes the Deed doth part with all his Estate, and not when he doth only grant a lesser Estate out of a greater Estate.

As to the Grant of Deeds, they will follow the Land, and without granting of them to the Purchaser, he will have them; yet it is not amiss to put them in the Grant; for a great deal of Caution cannot hurt.

A Purchaser should have all the Deeds; unless the Seller have more of the same Land; and then it is reasonable to keep them to defend the Title of his own Land, and to deliver attested Copies to the Purchaser.

Grant of a Principal will pass the Incident without the Words *cum pertinen'*; as by Grant of a Mannor the Court Baron will pass: By the Grant of a Ground, a Way to it: By the Grant of a Rectory or Parsonage, the House, Glebe, Tythes and Offerings: By the Grant of Mills, the Water and Floodgates, and all Conveniences belonging to them: By the Grant of Trees or Mines, Power to cut them down and dig them, will pass by Implication of Law, &c.

A Grant of a Mannor without the Words, *cum pertinentiis*, will nevertheless pass all Things belonging and appendant to the Mannor, as the Demeunes, Rents, Services, Lands, Meadows, Pastures, Woods, Commons, Advowsons, Courts Baron and Perquisites, &c. All Things that are in

in Truth, Part or Parcel of the Mannor at the Time of the Grant.

The same by Grant of any other Thing.

A Grant of a Farm, will likewise pass all Lands belonging to it: But a Grant of a Messuage, or of a *Mess. cum pertin.* will only pass the House, Outhouses and Gardens.

The Words given and granted in a Deed may amount to a Gift, Grant, Feoffment, Lease, Release, Confirmation or Surrender: And the Person to whom such Deed is made, may use it to which of the Purposes he pleases, that which will tend most to his Benefit.

The Word Hereditament in a Deed includes all Things which may be inherited; and Tene-
ment comprehends all Things whereof there may be a Freehold; Land includes all Ground of what Nature or Quality soever.

If a Grant be made of a particular Sort of Land, as of Pasture, &c. then no other Sort of Land will pass, let the Words be what they will which follow.

A Grant of Trees doth not pass the Soil and Herbage, nor Apple Trees and Underwood.

So also a Grant of Woods and Coppice, where in the Words, with free Entry for felling, &c. are mentioned, doth not pass the Soil and Herbage; but if those Words, *free Entry*, &c. be omitted *contra*.

The Word *Profits*, makes every Thing pass as appertains to the Things granted, if Livery and Seisin be made; as by a Grant of the Profits of Twenty Acres of Land, the Vesture, Herbage, Warren, Trees, Mines, &c. do pass.

Grant of all Deeds or Muniments, will pass all manner of Conveyances and Writings.

Grant of all Goods will pass all moveable and immovable Goods, personal and real, as Horses, Beasts, Plate, Jewels, Household-stuff, Money, Corn growing on the Ground, Obligations, and Bills; but not the Debts due on such Obligations or Bills.

Grant of all Chattels passes as much as all Goods, and also Leases for Years, Rents, Statutes, &c. but no Freehold will pass thereby.

Utensils are only Household-stuff, and does not include Plate, Jewels, and the like.

Grant of a Man, and all his Right, Title and Interest of and in the Land, passes as much as he is able.

Grant of all Lands or Goods passes only such Lands or Goods as the Grantor was possessed of at the Time of the Grant, and not what comes to him afterwards.

Grant of a Mannor or Lands in one Parish will not pass what may belong to it in other Parishes; but the Words *cum pertinet*, without naming in what Parishes, includes all belonging to it.

Grant of all Lands in the Occupation of any Person, passes all in his Possession, whether he holds it by Right or Wrong.

A Grant of all Lands in a Parish mentioned to contain but Ten Acres, if the Land in Truth be Twenty Acres, there all will pass, notwithstanding the Mistake in the Number of Acres.

As for the Exception, that must be out of the Exception, general Grant, and be of a particular Thing out of a general Thing; as if your Grant be of a Messuage, then say, *Except such a Room, &c.* or any other Part; but the Whole cannot be excepted, unless it be for Part of the Term, and then it cannot be done regularly neither.

All

All Exceptions must be certain and particular of Things separable from the rest, and may be good in any Part of the Deed, tho' the usual Place is just following the Grant, and before the *Habendum*.

As in the Grant of a Principal, the Incident is implied; so in the Exception of a Principal all Things incident or appendant to it are likewise implied: As by Exception of Trees, a Man has likewise Liberty to sell and cut them down, &c. without particular mention of it in the Deed.

Exception of Timber and Wood determines the Herbage and Soil in the same Manner, as does the Grant of such Things.

Exception without a Term, or the Word *Heirs*, implies only for the Life of the Grantor, or during his Estate; in like Manner as in Case of such a Grant.

Lessee for Life makes a Lease for two Years, excepting the Woods, Underwoods and Trees, &c. it is a good Exception, though he had not any Interest in them, but as a Lessee, because he remains always Tenant, and is chargeable in Waste; but if a Lessee for Years assigns over his Term, with such an Exception, it is void. *Croke Jac.* 296. *Bacon* and *Kirling*. *Sanders's Case*, 41 *Eliz.*

An Exception that crosseth a Grant is void. As if a Man bargain and sell all his Land (except such as he should after devise) the Exception is void. *Hob. p. 53.* *Sir J. Shirley's Case*.

An Exception out of an Exception may be good: As if one lets a Rectory for Years, excepting the Mansion-House of the Rectory, saving to the Lessee such a Chamber, it shall pass; for it is an Exception out of an Exception, and a

Saving

Saving out of a Saving, makes it as if it had never been excepted, and then it passed by Force of the Lease at first. *Croke Eliz. 372.*
Leigh and Shaw.

Exception must be of such a Thing as may be severed from the Grant, as before is observed; and therefore, if I let my Rectory, excepting the Glebe, it's a void Exception; so a Lease of a Mannor, excepting the Demesnes, is void; for a Rectory cannot subsist without Glebe, nor a Mannor without Demesnes. *Wynch, p. 23. Maybys Case.*

The *Habendum* properly is placed next to the *Habendum*. Grant, but if it be placed any where else in the Deed it is good in Law; and this Part of the Deed is to limit the Certainty of the Estate.

And it doth sometimes qualify the general Implication of the Estate, which by Construction and Intendment of Law passeth in the Premisses; and the Premisses may be enlarged by the *Habendum*, but not abridg'd. *Noy, p. 54.*

The *Habendum* must not be repugnant to the Premisses, if it be, it is void, and the Deed will take Effect by the Premisses; that is, the precedent Estate given by the Premisses shall stand, and the Estate by the *Habendum* shall be void; as where a Feoffment is made to one and his Heirs by the Premisses of the Deed, *Habendum* to him and his Heirs during the Life of another Person; or if the Feoffment be made to one and his Heirs by the Premisses of the Deed, *Habendum* to the Lessee for the Term of his Life: Now these Words of Limitation during Life, as aforesaid, are void Words, because the *Habendum* is repugnant to the Premisses. *Landlord and Tenant, p. 139.*

A Deed may be good, and an Estate pass by it without any *Habendum* at all; for if a Man grant by Deed Land to one, and his Heirs, this is a good Fee Simple.

And if one grant Land to another, and say not for what Time, this is a good Estate for Life of the Grantee, if duly executed with Livery of Seisin.

Although the Name of him that is to take by the Deed be not necessary to be set down again in the *Habendum*, if he be well named in the Premisses of the Deed, yet it is best to insert him again here: So for the Term in a Lease for Years it is best to set down a certain Time for the Beginning and the End of it; and so a certain Number of Years will be rightly understood: And if any Thing be excepted in the Grant it is necessary to take Notice of it in the *Habendum*.

The Words, *Heirs* and *Successors*, in the *Habendum*, makes a Fee Simple, but not otherwise, unless it be to the King, where a Grant to him, and no more, creates a Fee Simple; but in any other Person it creates only an Estate for Life.

If one give or grant Land to another, To hold to him and his Heirs, Males and Females, in both these Cases there is a Fee Simple; but otherwise it is when these latter Words are in a Will, for then it is but an Estate in Tail only.

A Grant of Land, To hold to him and his right Heirs: If one make a Feoffment in Fee to the Use of himself for Life, and after his Death to the Use of his Heirs, in both these Cases he has a Fee Simple: So if one grant Land to the Wife of A. B. to hold to her for Life, and after to A. B. in Tail, and after to the right Heirs of A. B. by this A. B. hath a Fee Simple.

If Lands be given or granted to a Man, To hold to him and to the Heirs of his Body, or the Heirs Male of his Body, or the Heirs Females of his Body, by this the Grantee hath an Estate Tail: So in Case of the Heirs, Males or Females, begotten on the Body of a Wife, or on the Bodies of both Husband and Wife, an Estate Tail is created.

Lands given to a Man and his Wife, To hold to them and the Heirs Males or Females of their two Bodies begotten; by this they have both an Estate Tail.

So if Lands be given to a young Man and Woman unmarried, To hold to them and the Heirs of their two Bodies; by this each of them hath an Estate Tail, and if they marry, their Heirs may inherit it.

Lands given to a Wife, and the Heirs of her late Husband begotten on her Body, and there be Son and Daughter; by this the Wife hath an Estate for Life, and the Son an Estate in Tail, and if he die without Issue, it will go to his Sister *per formam Doni*.

Lands given to a Father, and the Heirs of his Son's Body, the Son being dead, the Heir hath an Estate Tail, and the Father only an Estate for Life.

Lands given to a Man and his Wife, and the Heirs of the Body of the Survivor of them; the Survivor, after the Death of the other, has an Estate Tail.

Lands granted to two Persons, whether they be Kindred or not, and to the Heirs of their Bodies begotten; they have joint Estates for their Lives, and the Survivor will have the Whole for his Life, and afterwards the Heirs of both have Estates Tail, and will enjoy each their Moiety.

Lands

Lands given, *To hold* to a Man and his Assigns, or to a Man only, and not mentioning what Time, and Livery and Seisin made, creates an Estate for the Life of the Donee; but if no Livery and Seisin be made, then it creates only an Estate for the Term or Estate of the Grantor, if he be a Lessee; and if he be not a Lessee, only an Estate at Will of the Grantor.

Lands granted to a Man, *To hold* for ever, is only during his Life by Deed, for 'tis the Word *Heirs* makes it a Fee Simple. But such a Bequest by Will may extend to the Heirs also.

Lease granted, *To hold* from the Date, begins the next Day after; but if it be, *To hold* from henceforth, it commences from the very Day of the Date: and if no Time be mentioned for its Commencement, then it is understood to have Beginning from the Time of Delivery.

A Lease granted, *To hold* for three Years, and so from three Years to three Years during the Life of the Lessor, with Livery and Seisin, may be good during the Lessor's Life; but without Livery or Seisin it is only an Estate for six Years, or nine Years at farthest.

A Man possessed of an Estate for a Term of Years, grants it to *A. B.* *To hold* to him for his Life, and after his Decease to remain to *C. D.* In this Case the whole Term is granted to *A. B.* and his Executors and Assigns shall have it, and not *C. D.* *Contra* by Will. And if one give or grant to another his Horse, or his Books, &c. for Life, and after his Decease to remain to another; the Remainder is void, and the first shall have it for ever; for the first Gift or Grant of such a Thing for an Hour is a Gift of it for ever. But in Freeholds it is otherwise.

The next Thing is the *Reddendum*, which re-*Reddendum*.
serves some new Thing to the Grantor that was
not before, or abridges the Tenure of what
was before; and it is termed an Adjunct pro-
per to the Consequence of Instruments, and is
generally the Reservation of a Rent, Suit or
Service, if any Thing be reserved. *West. Symb.*
Lib. 1. Sect. 55.

If a Rent be reserved, it must be out of a
Misusage, and where a Distress may be taken.
No. 69.

And the Heir shall not have that which is
reserved, if it be not reserved to him by special
Words. *No. 70.*

If a Man makes a Feoffment of Lands, and
reserves any Part of the Profits thereof, as the
Grafs, or the Wood, that Reservation is void,
because it is repugnant to the Feoffment. *Ibid.*

Any Estate in Fee, for Life, or Years, may be
good without Reservation of Rent, except it
be in case of Leases made by Tenants in Tail
of their intailed Land, Husbands of their Wives
Land, and Clergy-Men of the Church Land.

The Reservation must be of another Thing
than what is granted, as of a Rent issuing out
of the Thing granted, and not any Part of the
Thing itself granted: Nor can it be reserved
out of any other Thing than the Thing grant-
ed, or some Part thereof.

This Reservation must be out of Lands, Hou-
ses, or some such like corporeal Thing, and can-
not be made upon Fairs, Tythes, or any such
like incorporeal Thing; nor can any one Rent
be reserved out of another.

And the Reservation must be made to him
that maketh the Deed, or to one of them at
the least, where there be two or more Gran-
tors,

tors, for it cannot be made to one that is a Stranger to the Deed.

Note further, It is said, That a Reservation is always taken most in Advantage of the Feoffee, Grantee, Lessee, &c. (but yet so as the Rent be paid during the Time;) so that if the Reservation be only to the Feoffor, Grantor, Lessor, &c. and his Heirs, Executors, &c. left out, this Reservation shall continue only for the Life-time of the Grantor, &c. and shall determine with his Death: And the same Law is where the Reservation is in the Disjunctive, as to the Feoffor, or his Heirs, it shall continue only for the Feoffor's Life.

But if the Lessor or Feoffor be seized in Fee, and make a Lease reserving Rent to the Lessor or Feoffor, or his Heirs or Executors, during the Term, it is a good Reservation during that Term. *Co. Lit. 47. 5 Rep. 111. 8 Co. 71. 10 Co. 106.*

Yet in such Case, if the Words, *bis Heirs, &c.* be left out, though the Words, *during the Term,* be added, it shall only continue during the Life of the Grantor: But if he was possessed of a Term only, and make an Under-Lease or Assignment, *Quare.*

If the Reservation be, *Tielding and paying so much Rent,* without more Words, it shall be taken for the whole Time of the Estate, and go to him in Reversion accordingly.

And if it be, *Rendering so much Rent during the said Term,* and doth not say to whom, it shall extend to him in Reversion during the Term. *Vide Dyer 45. Plow. 171. 21 H. 7. 25. 27 H. 8. 19.*

If a Rent be reserved during the said Term, omitting the Word *Yearly*; yet it shall be taken to be yearly during the Term.

If a Lease be made in *June*, rendering Rent at *Lady-day* and *Michaelmas*; though *Lady-day* be first named, yet the first Payment shall be at *Michaelmas* next after the making of the Deed. 5 Co. 111. Co. Lit. 217.

If the Rent be to be paid at *Lady-day*, or within twenty Days after, the twentieth Day shall be taken exclusive; but if it be said, *by the Space of twenty Days after*, it shall be taken inclusive. 10 Co. 106.

If two Tenants in Common reserve 20*s.* Rent upon a Lease, it shall be but one 20*s.* and not two 20*s.* and so of the like. 10 Co. 106. Plow. 171, 289. But if they Grant such a Rent, *contra*.

And if Jointenants reserve Rent upon a Lease to one of them, it shall go to them both: But if Tenant for Life, and he in Reversion, join in a Lease for Life, or Gift in Tail by Deed, reserving a Rent, it shall enure to the Tenant for Life only during his Life, and after to him in Reversion. Co. Lit. 214.

Reservations of Rent must be present, and not *in futuro*; must be of Money, or some Goods or Chattels in lieu of it, and not of any Profit of the Land, as the Herbage, &c. must be to a Man's Self as makes it first, and afterwards it may be to others: May be for paying one Rent one Year, and another Rent another Year, or to pay it once in two or three Years, &c. And in all these Cases it will be good, otherwise it will be void.

A Condition is said to be, when any Thing Condition. is referred to any uncertain Chance, which may

happen or not happen ; and may be annexed to any Estate, whether in Fee-Simple, Fee-Tail, for Life or for Years.

A Deed with a Condition in it, is good ; and where a Condition is necessary, it may be placed in any Part of the Deed and be good, tho' the most usual Place for it is after the *Habendum* & *Reddendum*, if any, or at the latter End of the Deed.

It may be contain'd in the same Deed by which the Estate is made, or it may be contain'd in another Deed, sealed and delivered at the same Time, when 'tis properly called a Defeazance ; but it cannot be made nor reserved to one that is a Stranger to the Deed, for it must be made by and reserved to one of the Parties that are Grantors in the Deed.

The Matter of your Condition must be lawful and possible to be done, and consistent with the Grant ; for if it be unlawful or impossible to be done, or repugnant to the Estate, or incongruous in Reason, with Reference thereto, it is void, and sometimes may make the Estate void also. Conditions that are impossible are void ; and the Estate good : If an Estate be made, and the Condition be against Law, the Estate is good, and the Condition void.

And there are two Sorts of Conditions, one expressed by Words, of which I have been upon already, and is called a *Condition in Deed* ; the other implied by Law, and called a *Condition in Law*.

A Condition in Deed, or express Condition, is knit and annexed by express Words to the Lease or Grant : For Example ; if I make a Lease for Years, reserving Rent to be paid at such a Feast, upon Condition, That if the Lessee

see fail of Payment at the Day, that then it shall be lawful for me to re-enter.

A Condition implied, or Condition in Law, is when a Man grants to one the Office to be Keeper of a Park, Steward, Bayliff, or such like, for Term of Life; here the Law implieth a Condition, That if he doth not truly and faithfully execute his Office, then it shall be lawful for the Grantor to discharge him thereof.

And where an Estate is made for Life or Years of Land, there is a tacit Condition implied, That if the Lessee commit Waste, or makes a Feoffment of the Land, he forfeits his Estate, and the Lessor shall enter.

And all Conditions are either precedent and going before the Estate, and are executed; or else they are subsequent and following after the Estate, and are to be executed.

The Condition precedent doth gain the Thing or Estate made upon such Condition, by the Performance of the same: As when an Estate is made to a Man for Life, upon Condition, That if the Lessee for Life will pay to the Lessor such a Sum of Money at such a Day, then he shall have Fee-Simple. Here the Condition precedes, and goes before the Estate in Fee-Simple, and upon Performance of the Condition, the Lessee doth gain and get the Fee-Simple, if Livery and Sessin be made. *Co. Lit.* 201. 8 *Co. 43.*

A Condition subsequent doth keep and Continue the Thing or Estate made upon Condition by the Performance thereof: As when one grants to *A. B.* his Manor of *G.* in Fee-Simple, upon Condition, That the Grantee shall pay to him at such a Day such a Sum, or else that his Estate shall cease. Here the Condition

is subsequent, and following the Estate in Fee-Simple, and upon the Performance thereof doth preserve and continue the Estate. A Condition runs always with the Estate, and binds in whomsoever's Hands it comes. *Lit. Rep. 39.*

A subsequent Condition is to be taken strictly, and must have proper Words, but a precedent Condition may not. *Lit. 330. 1 Inst. 103. Lit. Seft. 301. Jones, Spring and Caesar, fol. 389.*

Conditions precedent or subsequent to the Estate, are or may be Affirmative, Negative, Collateral, Inherent, Restrictive, Compulsory, Single, Copulative and Disjunctive, and make the Estate whereto they are annexed void without, or voidable by Entry or Claim, and tend to make and enlarge, or destroy, or to clog Estates.

A Condition to restrain a Man from doing that which is incident to his Estate, as for restraining Tenant in Tail from Levyng a Fine, according to the Statute, or suffering a Recovery, is void.

For the most Part, Conditions have Conditional Words in their Beginning, as, *Provided always, Sub Conditione, &c.* And when the Word *Proviso* maketh a Condition, it must have these three Qualities.

It must not depend upon another Sentence, or have Reference to any other Part of the Deed; for if it do, then it is but a Qualification or Limitation of the Sentence, or of that Part of the Deed: As,

Provided that the Person of the Grantee shall not be charged, &c.

It must be the Word of the Bargainer, Feofor, Donor, Lessor, &c.

It must be Compulsory, to inforse the Barrainee, Feoffee, Donee, Lessee, &c. to do an Act: If it compel the Feoffor, &c. to do something, then it is only a Covenant.

And where these Things concur in a *Proviso*, it doth make a Condition in whatsoever Place it is inserted.

Sometimes the Word *Provided* doth make a Condition, sometimes a Covenant, sometimes an Exception; sometimes it is taken for a Reservation, and sometimes for an Explanation. As for Example:

When a Lessor letteth Lands, provided that the Lessee shall not alien without the Assent of the Lessor, under Pain of Forfeiture: Here it is a Condition.

If a Man Lease a House, and the Lessee covenant that he will Repair it, *Provided* always the Lessor is contented to find the great Timber: This *Proviso* is a Covenant.

If a Man Lease his House to another, *Provided* he will have a Chamber thereto belonging to himself: This *Proviso* is an Exception of the Chamber.

If I make a Lease of Lands, rendring Rent at such Feasts as another shall Name, *Provided* that the Feast of St. John Baptist shall be one: Here the *Proviso* is taken for a Reservation. 2 Co. 70. Popb. 117, 166. Goldsb. 130. pl. 27.

If a Man have two Manors, both of them named *Dale*, and he leaseth his Manor of *Dale* to one, *Provided* that he shall have the Manor of *Dale* in the Occupation of *A. B.* This *Proviso* is an Explanation.

The Word *Si* doth not always make a Condition, for sometimes it makes a Limitation, as

when a Lease is made for Years, if such a one lives so long.

And many Times in Leases for Years, Conditions are made without any of these formal Words: As where the Lessee covenants, That if he, his Executors, &c. shall alien, &c. that then it shall be lawful for the Lessor to re-enter; or if it happen the Rent be behind, that the Lease shall be void.

Or otherwise, It is agreed between the Parties, that if the Lessee do not pay a Sum of Money to the Lessor at such a Time, that from thenceforth the Lease shall be void, and the like: Or that it shall not be lawful for the Lessee to alien without Licence of the Lessor, under Pain of Forfeiture.

But in Cases of Feoffments in Fee, Gifts in Tail, and Leases for Life, the precise and formal Words of a Condition are requisite. *Co. Lit.* 204. *Dyer* 65, 138.

Tenant by Courtesy, Tenant in Tail after Possibility of Issue extinc^t, Tenant in Dower, Tenant for Life, Tenant for Years, by Statute or *Elegit*, do hold their Estates subject to a Condition in Law; so that if either of them alien his Land in Fee, or claim a greater Estate in a Court of Record than his own, he doth forfeit his Estate, and he in Remainder or Reversion may enter. *Co. Lit.* 232. *8 Rep.* 44.

Such Conditions annexed to Estates as go in Defeazance, and tend to the Destruction of an Estate, are taken strictly, and shall not be extended beyond their Words, unless it be in some special Cases, *Co. Lit.* 219. *8 Co. 90.*

If the Time of performing a Condition be limited, it must be duly observed; but if no Time be set down for the doing of it, there regularly

regularly the Party that is to do the Thing shall have Time to do it during Life, unless he be requested to do it sooner by the other Party, and fixes the Time upon his Request, then it must be done at that Time; and if upon his Request he fixes no Time, it must be done in a convenient Time after the Request; and in these Cases, the Condition cannot be broken without Request. See *Perk. Sect. 155, 779, 787, 788, 789, &c.* *Dyer 311. 2 Co. 79. 6 Co. 31. Co. Lit. 208, 209, 219.*

And in case where a Place is set down for the doing of the Thing, it must be done at that Place, unless the Parties afterwards agree, and appoint another Place, otherwise the Condition is not performed, and the Parties are not bound to attend in any other Place.

But where there is no Place set down, and the Thing to be done be a corporal Service, as to pay Money, or the like; the Party to do it must at his Peril seek out the Person to whom it is to be done, if he be within the Kingdom, otherwise not.

And if the Thing to be done be local; that is, such a Thing as must be done in or at a Place certain, as the making of a Feoffment of Land, Payment of Rent, or the like; in such Case the Thing is to be done at that very Place, and a Tender of doing it in that Place is a sufficient Performance of the Condition. *Lit. Sect. 343, 345. Co. Lit. 210, 211, 213. Bro. Cond. 60.*

In some Cases a Condition it's said may be performed, and not the Intent, and sometimes the Intent, and not the Words; but for the most Part a Condition is said to be performed when

when the Intent and Meaning of it is observed. *Lit. Sect. 252. 3 Rep. 64, 282. 8 Co. 90.*

If a Feoffment be made on Condition, That if the Feoffor and *A. B.* pay a Sum of Money at a Time to come, the Feoffment shall be void; and before the Day the Feoffor die, and *A. B.* pays the Money: This is a good Performance of the Condition; but if the Feoffor be living, *contra. Co. Lit. 219.*

As no Man may create or annex a Condition to an Estate, but he that doth create the Estate itself; so neither can a Man give or reserve the Power, Title, or Benefit of Re-entry, and Avoidance of an Estate upon the Breach of a Condition to any other but to him or them, or at least to one of them, that doth make the Estate, his or their Heirs, Executors and Administrators, &c. For it is a Rule of the Common Law, That none may take Advantage of a Condition, but Parties and Privies, in Right and Representation, as Heirs, Executors, &c. of Natural Persons, and the Successors of Politick Persons: And that neither Privies or Assigns in Law, as Lords by Escheat; nor in Deed as Grantees of Reversions; nor Privies in Estate, as he to whom a Remainder is limited, shall take Benefit of Entry or Re-entry, by Force of a Condition. *Perk. Sect. 830, &c. Plowd. 175, 488, &c. Dyer 131. 3 Co. 62, 347. 5 Co. 56. Co. Lit. 214, 215.*

And notwithstanding the Statute of 32 Hen. 8. cap. 34. Privies in Blood, as an Heir, shall take Advantage of a Condition, though no Estate descend to him from the Ancestor: So also the Law is the same, as touching Privies in Right and Representation; for Executors and Administrators shall take Advantage of a Condition

dition now as heretofore : And the Law is the same, touching Privies in Law, for they shall no more take Advantage of a Condition now than heretofore. *Co. Lit. 202.*

But as touching Grantees in Reversion and Privies in Estate, there is some Alteration made by the Statute of 32 Hen. 8. cap. 34.

The Statute provides, That all Persons which shall have any Grant of the King, of any Reversion, &c. of any Land, &c. which pertained to Monasteries, &c. As also all other Persons, being Grantees or Assignees, &c. to or by any other Person or Persons, and their Heirs, Executors, Successors, and Assigns, shall have like Advantage against the Lessees, &c. by Entry for Non-payment of Rent, or for doing Waste, or for other Forfeiture, &c. as the said Lessors or Grantors themselves, ought or might have had.

He who comes to the Reversion by Fine, Feoffment, Grant, Limitation of Use, Common Recovery, or Bargain and Sale, is such a Grantee as is within the Intendment of the Statute.

Where the Statute doth speak of Lessees, &c. it doth not extend to Gifts in Tail; and therefore, if a Gift in Tail be upon Condition, and after the Donor doth grant the Reversion, this Grantee shall never have any Benefit of this Condition.

A Grantee of Part of the Land in Reversion cannot take Advantage of a Condition by this Statute. 5 Co. 112, 113. Co. Lit. 214. Such Grantees as shall have Advantage by this Statute, must be compleat Grantees. 5 Co. 113, 114. 8 Rep. 92.

Altho'

Altho' the Words of the Statute be general; yet Grantees and Assignees shall not take Benefit of every Forfeiture by Force of a Condition, nor yet of all Conditions, but only such as are inherent (viz.) such as are either incident to the Reversion, as for Payment of Rent, or for the Benefit of the Estate, as for Restraining of Waste, for making of Reparations, making of Fences, scouring of Ditches, preserving of Woods, and the like. *Co. Lit. 214.*
Dyer 309.

Such Conditions as are on the Part of Lessor, it seems, are not within this Statute: Therefore, if one make a Lease for Years on Condition, that if the Lessor, his Heirs or Assigns, pay a Sum of Money to the Lessee, at *Michaelmas*, the Lease to be void, and the Lessor doth grant the Reversion to a Stranger before the Day, it is said, the Grantee shall not take Advantage of this, but the Condition is gone.

Regularly, where one will take Advantage of a Condition, if he may enter, he must enter, and when he cannot enter, he must make a Claim; for an Estate of Freehold, or Inheritance, will not cease without Entry or Claim; and he that is to have Advantage by the Condition, may waive this Advantage, if he will, and untill such Entry or Claim made, the Party that should enter, can make no good Estate of the Thing to any other. *Co. Lit. 218,*
237.

But though it be so upon a Lease for Life, or greater Estate, yet it is not so upon a Lease for Years; for if it be made on Condition, that upon such a Contingency, the Estate shall cease, or the Lease shall be void, in this Case when

when the Thing doth happen, the Lease is *ipso Facto*, void without Entry or Claim; but if the Condition say that the Lessor shall re-enter, there an Entry is needful to avoid the Estate.

But in Case where a Man cannot make an Entry or Claim, there the Law will not compel him to it; as where he cannot enter, but must oust the Lessee of his Term.

Upon a Covenant to stand seized to the Use of himself, and after to the Use of others, with *Proviso* of Revocation, &c. And after he doth revoke it; by this Means all the Estates are revested in him without Entry or Claim.

It is generally true, That he that doth enter for a Condition broken, doth make the Estate void *ab initio*; and that he shall be in of the first Estate in the same Manner and Form, as it was when he parted with the Possession, and at the Time of making the Condition. *Perk. Sect. 840. Plowd. 186, 482. 4 Co. 120.*

And if a Man enter for Breach of a Condition in Law, he shall avoid all Charges and Acts done after that Thing is done, which doth produce the Forfeiture; but he shall not avoid any Thing done before that Time. *Perk. Sect. 843, 444. Co. Lit. 233, 234.*

But Under-Tenants may have Remedy in Equity against covinous Practices: And if a Lease be made for Life, the Remainder in Tail on Condition, in this Case, if the Condition be broken, both the Estates be avoided. And so of the like. *Crompt. Jur. 64, 65. 10 Co. 41.*

Yet this general Rule doth fail in divers Particulars; for which see *Perk. Sect. 242, 842, 843. Co. Lit. 202.*

If a Condition be possible in his Creation, and after become impossible by the Act of God, the Condition is discharged and gone for ever, and the Estate is absolute; but if the Condition become so impossible in Part only, then it is discharged for so much only. *Dyer* 262. *Co. Lit.* 207, 219.

A Condition may not be divided by the Act of the Parties, but it may by Act of Law. *4 Co.* 120. *Co. Lit.* 215.

It may be destroyed in the Creation of it, or discharged by Matter *ex post facto*; for which see *2 Co.* 59. *4 Co.* 52. *7 Co.* 14. *10 Co.* 41. *Dyer* 309. *Co. Lit.* 218, 219, 265, 379. *Perk. Sect.* 163, 819, 820.

As if one make a Feoffment in Fee upon Condition, and after, and before the Condition broken, makes an absolute Feoffment, levies a Fine, or the like.

If the Feoffor or Lessor release to the Feoffee or Lessee, all Conditions, or all Demands in the Land, or confirm the Estate of the Lessee To hold without Condition, the Condition is gone for ever. *1 Co.* 147. *Perk. Sect.* 823.

So by Grant of the Lessor of the Reversion or Part after a Lease for Life or Years, on Condition; and by a Lease only of Part of it, the Condition is suspended. *2 Co.* 59. *4 Co.* 119.

A Condition may be also extinct or suspended by the Intermarriage of the Parties to the Condition. *Perk. Sect.* 763, 764, 765, 822.

Also it may be gone for ever, upon a Licence from the Lessor to alien. *2 Co.* 59, 714. *Dyer* 309. *4 Co.* 119. *5 Co.* 34.

It may also be discharged for a Time, tho' not destroyed, as by Distress, Acceptance of Rent, &c. *Co. Lit.* 211. *3 Co.* 64.

Condition

Condition to pay so much Money yearly, for a Term of Years, Failure of any Payment is a Breach of the Condition, and a Forfeiture of the Estate. *Dyer 33.*

An Heir takes Advantage of a Condition, although no Estate descend to him ; as if a Man be seized of Land in Right of his Wife, and he make a Feoffment in Fee upon it, upon Condition, and die, the Heir of the Husband shall enter for the Condition broken, but the Wife, or her Heirs, will enter upon him, and enjoy the Lands. *Co. Lit. 202. 12.*

Feoffor or Lessor, on Breach of a Condition for Payment of Money, or doing any Act wherein the Lessor hath Power to take the Profits of the Lands till the Money be paid, such Lessor, &c. may enter upon the Lands and hold it until such Payment ; but on Payment the Lessee may enter and enjoy as before.

A Condition in Deed ought to be produced in Court to defeat a Freehold ; but in Case of Chattels it is not absolutely necessary.

In Case of Settlements on Condition, if the Condition be not performed, the Settlement may be avoided, not only to him in Possession, but to him in Reversion also : For when the Condition is broken, the whole Estate is defeated, unless it be specially limited, that he in Remainder may enter on Breach of the Condition.

Conditions are good to enlarge or limit Estates, provided there be a precedent Estate in Tail for Life or Years irrevocable, as a Foundation to erect the subsequent Estate upon. As if a Gift be made in Tail, or Lease for Life or Years, on Condition such an Act be done, the

Lessee

Lessee shall have the Land to him and his Heirs; or if it be not done, the Lessor shall have the Land again, or to pay Money, &c.

Conditions to create Estates shall have a favourable Exposition; but if the Condition be to destroy or restrain an Estate, it will have the contrary Construction.

Conditions against Law, repugnant, tending to the Subversion of the Estate, for Impossibility, to defraud the King in Case of Treason, &c. are void; and in the last Case the King is intitled, and his Title shall be preferred. And if such a Condition be to go before the Estate, the Estate and Condition are both void; but if it be to follow the Estate, the Estate is absolute, and the Condition void. *Trin. 3 E 6. per Cur. Co. 1. 83. 6. 43. Co. 9. 128.*

One seized in Fee may make a Lease for Life or Years, with Condition not to alien during the Term, or not to make voluntary Estates by Copy; but in a Feoffment in Fee, such a Condition is void; and so likewise where a Chattel is sold for the whole Term, or Interest of the Grantor, such a Condition is void for Repugnancy, and the Gift or Sale is absolute.

Though where no Time is mentioned for Performance of a Condition in a Deed, the Grantee has Time generally during Life; yet if Lands be devised by Will, on Condition to pay Money to a Person to whom the Testator was indebted, and no Time is limited for performing the Condition; in this Case, he to whom the Land is given must pay it as soon as demanded, or he doth forfeit the Land, and the Heir may enter. *Co. Lit. 209, 208, 219. Co. 2. 79. 6. 31. Lit. 353. Plow. 30. Perk. Sect. 155, 779, &c.*

A

A Covenant is the Agreement of two or more in one Thing, to give or do somewhat.

Welf. Part 1. Lib. 1. Sect. 4.

And there is a Covenant in Law, and a Covenant in Deed; or a Covenant express, and a Covenant implied: A Covenant in Law is covert or hid, and to be implied; as if the Lessor do demise, &c. to the Lessee for a certain Term; the Law intendeth on the Lessee's Part, That the Lessee shall, during his whole Term, quietly enjoy his Lease against all lawful Incumbrances. *Cowell's Interpreter*, Title Covenant.

Covenant in Deed, or Covenant express, is manifest, and that which is expressly agreed between the Parties.

A Covenant is Real, or Personal; then there's a Covenant Collateral, which is that as cometh in, or is adhering to the Side; as collateral Assurance is that which is made over, and besides the Deed itself.

A Bond for Performance is called a collateral Assurance, because it is External, and without the Essence of the Covenant.

The Use of a Covenant is to bind a Man to do something *in futuro*; and therefore it is for the most Part executory; and so often as there is a Breach of the Covenant, an Action lieth against the Covenantor.

A Covenant must be to do a Thing, which for the Matter and Substance of it is lawful: And generally, where a Condition for the Matter of it is good, a Covenant comprehending the same Matter is good also; but if the Matter to be, or not to be done by the Covenant, be for the Substance thereof unlawful, then is the Covenant void, and not binding. *Welf. Symb. Part 1. Dyer 6, 13, 224. Fitzb. Covenant 1:*

E

And

And if the Thing to be done be in the Nature of it impossible, the Covenant is void : And so generally, where the Matter in a Condition will make the Condition void, because it is against Law, such Matter in a Covenant will also make it void as against Law.

Any one that is Party to the Deed to whom the Covenant is made, may take Advantage of the Covenant ; but no Stranger may.

Where a Man is Party to a Deed, his Agreement to pay, &c. is a Covenant, though the formal Words Covenant, Grant, &c. are wanting. 2 Mod. 269.

The Heir may take Advantage upon a Covenant, to warrant Land to the Feoffee and his Heirs. Dyer 338.

And Executors and Administrators may take Advantage of inherent Covenants, although they be not named ; as if one Covenant with a Man to pay him Money at a Time to come, and do not say, *To his Executors, &c.* and he die before the Time, his Executor or Administrator may recover the Money. 5 Co. 17. Dyer 112, 271.

Grantees of Reversions shall have the like Advantage against Termors (by Action only) for any Covenant or Agreement contained in their Leases, as the Lessors, their Heirs or Successors might, and so also shall Lessees against Grantees of Reversions, by the Statute of 32 Hen. 8. c. 34. Recoveries in Value excepted ; but this is meant of inherent Covenants, such as do concern the Thing granted, and tend to the Supportation of it. 5 Rep. 8.

And regularly, every Assignee of the Land or Thing demised, shall take Advantage of inherent Covenants ; as a Covenant to have Esto-
vers

vers to burn Timber, or to repair, or that the Lessor or Lessee shall repair, or the like; and therefore these Assignees in Deed, and in Law Assignees of Assigees, *in infinitum*, shall take Advantage; and Assignees of Executors or Administrators, Tenants by Statute or *Est. git*, or after a Sale upon a *Fieri Fac'*, a Husband in the Right of his Wife, any one of these, or any other that shall come lawfully to a Term unto which such a Covenant is incident, although he be not named, yet he may take Advantage of it. *5 Co. 17.*

In all Cases of Inherent Covenants, though the Executors and Administrators be not named, yet they are bound; and so shall Assignees in most Cases of inherent Covenants, which tend to the support of the Thing granted. *5 Rep. 16, 17, 18.* for these Covenants are said to run with the Land.

An Heir shall scarcely be bound, except when expressly named; as if the Covenant be for him and his Heirs to do any thing whatsoever, hereby the Heir is bound; but not otherwise. *5 Co. 17. Dyer 257.*

An Assignee shall sometimes be charged, tho' he be not named; and sometimes not, though he be named.

As when a Covenant doth extend to a Thing *in esse*, Parcel of the Demise; as a Covenant to repair, &c. the Assignee shall be bound, tho' not named.

But if the Covenant be annexed to a Thing, not *in esse* before, as to build a new House, or the like, here it will not bind the Assignees unless they are named.

And if the Covenant be to do a Thing merely collateral, it will not bind them, although they

they be named; nor when the Contract is only Personal, concerning Stock of Cattle, or the like. 5 Co. 16.

If two Covenant for themselves jointly, one cannot be charged without the other; but if they Covenant severally, they may be sued apart, and if they Covenant jointly and severally, they may be sued either Way. 5 Rep. 23. : When the Deed wherein the Covenants are contained, or the Estate on which the Covenants, as accessory to the Principal, do depend, is gone and determined; as by a Surrender of a Lease for Life, or Years, there regularly the Covenants are gone also, though such Surrender doth not discharge a Breach of Covenant made before it.

: If a Deed become void by Razure, or the like, the Covenants are gone also. 5 Co. 23. Dyer 20.

So when the Covenant is become impossible to be done, as by Death, &c. 1 Co. 98. Plow. 286.

By an express Covenant for quiet Enjoyment, the implied one is gone. 2 Co. 80.

So by a Release of all Covenants; but a Covenant by Deed cannot be discharged by Word.

If a Covenant be to do an Act to a Stranger, who refuseth it to be done, the Covenant is broke; but it is otherwise, if it were to be done to the Covenantee himself. Bro. Cov. 3. Fitz. bar. 62.

Acceptance of Rent from the Lessee, or Assignee, after Covenant broken, doth not discharge the Breach; but the Lessor may notwithstanding have his Action of Covenant.

A Covenant must be either of a Thing past or to come, and not present, to ground an Action of Covenant: Promise by Word to enjoy without Interruption of any Persons, will ground an Action of the Case, if any Body disturbs the Possession of the Covenantee.

A Covenant for quiet Enjoyment against all claiming under him, is good against all Persons as derive their Titles from such Covenantor; though a Person claiming that Estate under another, and not the Covenantor, may enter, and be no Breach of Covenant in the Covenantor: But if the Covenant do extend to all Persons whatsoever, Entry of any Person, under whomsoever the Claim be made, is a Breach of Covenant.

Though it is said by some, in a Covenant for quiet Enjoyment against all Persons; if the Covenantee be disturbed by any Body, not through the Act or Means of the Covenantor, it is no Breach of Covenant.

If a Man Covenant to give Bond for quiet Enjoyment of the Land, without mentioning in what Penalty, the Law implies it to be the Value of the Estate to be enjoyed. *Co. 5. 78.*

A Husband will enjoy Land leased to his Wife, when sole, for a Term of Years after her Death during the Remainder of the Term; and if he be disturbed in the Possession, he may take Advantage of the Covenant for peaceable Enjoyment implied in Law, if there be none in Deed. *Co. 5. 17. Dyer 257, 47 E. 3, 12.*

A Covenant will not hinder a Wife from her Dower after the Death of the Husband, and she may enter on her Third Part without Breach of Covenant, unless the Dower be particularly mentioned to be freed and discharged by the

Covenant, notwithstanding the Covenant be to
Peaceably, enjoy against all Persons.

All Covenants must in Time and Place be
exactly performed.

And in Case of Covenants on Condition, if
the Condition be not observed, the Covenant
may not be performed.

Covenants to settle or make Conveyances of
Land upon Request, the Request must first be
made, otherwise the Covenant will not bind the
Covenantor to perform it.

Covenants to settle Lands at a Time to come
after Marriage, in Consideration of a Portion
paid, and a Time is appointed for the Marriage;
in this Case, whether the Marriage be solemn-
ized at that Time, or after, the Covenantor
must perform the Covenant within the Time
limited. *Trin. 21 Jac. B. R. George versus Lans.*

It is said, That if a Servant Covenant to
serve me a Year, and I covenant to pay him a
Sum of Money for it, which is an absolute Co-
venant on both Sides; if he does not serve me,
I am nevertheless obliged to pay him, but then
I may compel him to serve the Time agreed: But if I covenant to pay him a Sum of Money,
if he serves me a Year, this is a Conditional
Covenant, and I am not bound to pay him the
Money unless he serves me the Year. *Co. Lit.*
204. *Dyer 371.*

If one Covenant to do a Thing to a Man
and his Assigns, or to a Man or his Assigns, by
a Day, and before the Day the Man dies; in
this Case it must be done to his Assigns, if he be-
fore the Day name any Assignee; and if he do
not, it must be done to his Executor or Ad-
ministrator, which is an Assignee in Law. 27 H.
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All Covenants ought to be by Deed, and not Verbal; but if the Words be *Promise*, or *Agree*, it will amount to a Covenant; but if the Sentence begins conditionally, it will be no Covenant; and when the Words of Condition and Covenant are coupled together, as, *Provided always, and it is covenanted, &c.* these will amount to both a Condition and a Covenant.

If a Man grants to another the Manor of *D.* in which he hath nothing, and Covenants that he hath good Right to grant it, whereas he had no Right; this is a Breach of Covenant. 2 *Belf.*

12.

It is agreed, That *A.* shall pay *B.* 100*l.* for Lands in *D.* it is a mutual Covenant; and Covenant lies if *B.* will not Convey. 1 *Syd.* 423.

A Covenant to pay Money at several Days, and Failure is made of Payment the first Day, the Covenant is broken. *Co. Lit.* 292.

A Covenant to repair, sustain and amend a House, and the House is burnt by the Negligence of the Covenantor, and not repaired again, it is a Breach of the Covenant. *Dyer* 324.

It is said, Where there are two Clauses in a Deed repugnant one to the another, the first will take Place; except there be some special Reason to the Contrary. In a Will, *contra*.

Though no Warranty is good in a Lease for Years, yet it may be good as a Covenant.

The Covenants, as well as all other Parts of the Deed, are subject to general Exposition one with another; and always most strongly taken against the Covenantor, and most in Favour of the Covenantee. *Plow.* 287.

There are three Sorts of Warranties (*viz.*) Warranty, Warranty Lineal, Warranty Collateral, and Warranty which commences by Diffeisin.

The first is, When he on whom it descends might possibly have claimed the Land as Heir to him that made it.

The second is, Where the Party on whom it descends cannot convey the Title which he hath to the Land from him who made it.

The third and last is, Where the Conveyance to which it is annexed, works a Disseisin; or a Disseisin, &c. is made with an Intent to make a Feoffment with Warranty.

Collateral Warranty at Common-Law, descending on the Heir of him that made it, was a Bar in all Cases; but at this Day no Collateral Warranty made by Tenant for Life, or any Person who hath no Estate or Inheritance in the Land is a Bar.

Warranty by Disseisin was never any Bar.

Warranty descendeth always to the Heir at the Common-Law. If the Estate to which it is annexed may be defeated, the Warranty may also. *Noy 84.*

Warranty is also divided into Warranty in Deed, and Warranty in Law.

Warranty in Deed, is that which is expressed in the Deed.

And the other is, when it is not expressed by the Party, but tacitly made and implied by the Law.

The Effect of a Warranty in Deed is, that it doth always conclude and bar the Warrantor himself of the Land so warranted for ever; so that all his present and future Rights, that he hath or may have therein, may thereby be barred. *4 Co. 201. 10 Rep. 97. Co. Lit. 265, 365.*

The Words *Dedi* and *Concessi*, in a Feoffment make a good Warranty in Law: *Co. Lit. 384. 4 Co. 84. 5 Co. 17.* which is a general Warranty against

against all Persons during the Life of the Feoffor: And an express Warranty in the Deed, doth not take away the implied one in Law.

If a Man by his Will and Testament devise Lands to another Man, for Life or in Tail, rendering Rent, there is a Warranty in Law annexed. *Co. Lit.* 384.

But an express Warranty may not be made by Will, because it cannot take Effect in the Life-time of the Ancestor; and where the Ancestor is not bound, the Heir cannot be bound by any express Warranty. *Lit. Sect.* 734.

Every Partition and Exchange implieth in it, and hath annexed to it a special Warranty in Law. *Idem* 102, 384. And it extendeth reciprocally to and against the Heirs of both Parties only to the same Land that is given in Exchange. *4 Co. 121.*

If one make a Gift in Tail, or Lease for Life of Land, reserving Rent, there is an implied Warranty annexed against the Donor or Lessor, his Heirs and Assigns. *Co. Lit.* 334. *4 Co. 81.*

Warranty in Law, and Assents, may sometimes be pleaded in a *Formedon*.

It is a Maxim in Law, That the Heir shall never be bound to any Warranty, but where the Ancestor was bound by the same Warranty. *Vide Co. Lit.* 47. *6 Co. 69. Dyer 42.*

If one grant to warrant Land to another and his Heirs, and doth not say against what Persons; this shall be taken for a general Warranty against all Men. *1 Co. 1.*

If one make an Estate, and grant to warrant the Land, and doth not say how long; this shall be taken for as long as the Estate doth last, to which the Warranty is annexed.

All such as are named in the Deed regularly, shall take Advantage of the Warranty: And if the Warranty be to a Man, his Heirs and Assigns; in this Case, both his Heirs and Assigns may take Advantage of it, so as they come in, in Privity of Estate. *Co. Lit. 365.*

A Warranty may be made upon any kind of Conveyance, as upon Fines, Feoffments, Gifts, &c. Also a Warranty may be made by and upon Releases and Confirmations, made to the Tenant of the Land; and some say, although he hath no Right to the Land. *Co. Lit. 372, 385.*

If the Tenant be impleaded by the Warrantor, he may Rebut, (*viz.*) shew forth the Warranty against him, and pray Judgment if he shall demand contrary to his Warranty.

If by a Stranger, then he may vouch the Warrantor or his Heirs; or before he be sued he may bring a *Warrantia Chartæ* against the Warrantor, or his Heirs, which binds all the Lands of the Warrantor from the Time of the Writ brought unaliened, *F. N. B. 134. Co. Lit. 102.*

Every Warranty which descends, doth descend to him that is Heir to him which made the Warranty, by the Common Law. *Noy 154.*

A Warranty Lineal or Collateral may be defeated, determined or avoided, in All or in Part, sometimes by Matter in Law, sometimes by Matter in Deed. *Co. Lit. 392, &c.*

And if the Estate to which the Warranty is annexed be spent, the Warranty is determined. *10 Co. 96. Co. Lit. 392.*

So it is upon a Partition made by Jointenants. *6 Co. 12.*

So it may by a Release of the Party that hath the Warranty, or the Estate to which the Warranty

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rancy is annexed; as if the Release be to him that is bound to warrant, of all Warranties, or all Covenants real, or all Demands. So it may be by a Deceazance, whereby the Parties agree, that the Warranty shall be void. *Co. Lit.* 392, &c.

By force of a Warranty there can be but one full Recompence in Value; but in Respect of divers Estates there may be divers. *Co. Lit.* 393.

If one bind himself and his Heirs to warranty, and after be attainted of Treason or Felony, his Issue shall not be barr'd, though his Ancestor were afterwards pardon'd.

And if the Warrantor himself gain a Release of all Warranties and Demands, neither he nor his Issue shall be barr'd.

The Word *Warrantizo*, is the only apt and effectual Word to make an express Warranty, or Warranty in Deed, and therefore this Word only is used in Fines: And the Words, *Defendo*; or *Acquitto*, albeit they be commonly used in Deeds, yet of themselves, without the other, will not make a Warranty. *Lit. Sect.* 733. *Ca.* 5. 17, 18.

A Warranty must be by Deed, and not Word of Mouth, to make it express; and an express Warranty may be of any Thing granted for Life, but not for Years, or of any other Chattel. *Co. Lit.* 365, 389.

If one enter into my Land, having no Right at all, and make a Feoffment to another with Warranty; this Warranty doth commence by Diffeisin.

And such Warranties commencing by Diffeisin, or Wrong, are void as to the Persons diffeised, though they be Heirs to them that made them.

All Lineal Warranties from a Father, or other Ancestor, binding himself and Heirs to Warranty, shall bar the Heir without Assets in Fee-Simple; but not an Estate in Fee-Tail without Assets.

Collateral Warranty, where the Person who Claims the Land cannot possibly make his Title to the same by him who made the Warranty, is thus explain'd :

As if a Man seized of Land in Fee, have Issue two Sons, and the Father dieth, and the younger Son doth enter and alien the Land with Warranty, and die without Issue; this is a Collateral Warranty that is descended on the elder Brother. *Lit. Sect. 707. Doct. & Stud. 152.*

If a Purchase be made to Father and Son, and the Heirs of the Father, and the Father alien with Warranty; or if it be made to them and the Heirs of the Son, the Son, in the Lifetime of the Father, may enter, and avoid the Warranty for all.

If there be Tenant for Life, Remainder to his Son and Heir apparent in Tail; the Father may make a Feoffment in Fee with Warranty, and bar the Son after his Death, unless the Son doth enter in the Life-time of the Father, by which he may avoid the Warranty. *Co. 5. 79.*

But if the Lands be settled on the Heirs Male of the Father, the Father may make such Feoffment with Warranty, and the Son cannot then enter, during his Father's Life, to avoid it, by Reason he cannot be Heir Male to his Father, until after his Father's Death. *Co. 1. 66.*

A Warranty by my Ancestor, while I am within Age, shall not bind me if he die before I come to Age: But if I become of Age after the Warranty, and before my Ancestor's Death, it

it shall bar me: And in the first Case it may also bar me whilst it is in Force; but I may avoid it by Entry. *Lit. Seq. 726. Co. 1. 67, 140.*
Super Lit. 380.

It is the same of Women Covert, in respect to Warranties made by their Husbands.

Warranty of a Wife will not bar the Issue, unless the next Heir join with her in it.

Warranty of the Husband without the Wife, or after the Wife's Death alone, as Tenant by the Courtesy, shall not bar the Wife's Heir, if the Lands came in her Right, unless there be Assets left of other Land in Fee-Simple from the Husband; but Husband and Wife together may bar the Heir by Fine. *Co. Lit. 366, 381.*
Stat. Glouc. cap. 6. Lit. Seq. 332.

A Warranty never bars any Right that doth commence after the Warranty made.

If two make a Feoffment with Warranty, and one dies, the Survivor shall not be charged alone with the Warranty, but the Heir of him that is dead shall be charged also; and if both die, both their Heirs are chargeable. *Co. 3. 14.*
Super Lit. 386. 16 H. 7. 13. 48 Ed. 3. 5.

And in Case there be two Warrantors, and a Release is made to one of them, the other will not by that be discharged from performing his Part of the Warranty.

By Stat. 4 & 5 Anne, for *Amendment of the Laws*; Warranties made by any Tenant for Life, of Lands or Tenements coming or descending to any Person in Reversion or Remainder, shall be void and of none Effect; and all Collateral Warranties made of any Lands or Tenements by any Ancestor who has no Estate of Inheritance in the same, shall be void against his Heir.

Of the several Deeds and Instruments made use of in Conveyancing, (viz.) Bargain and Sale, Gifts, Grants, Feoffments, Fines, Recoveries, Indentures to lead Uses of Fines and Recoveries, Lease and Release, Confirmation, Marriage Settlements, Jointures, Articles, Contracts, Covenants to stand seized to Uses, Leases, &c. Assignments, Annuities, Exchanges, Surrenders, Revocations and new Declarations, Mortgages, Obligations, Statutes, Defeasances, Uses, Trusts, Wills, &c. And also of Descents, Fee Simple, Fee-Tail, Reversions, Remainders, Dower, Baron and Feme, Partners, Jointenants, Tenants by the Courtesy, Conditions, Awards, Executors, Administrators, &c. With an Abridgment of the Law, and particular Observations, and Law Cases thereupon.

Of Bargain and Sale.

A Deed of Bargain and Sale, is an Instrument whereby the Property of a Thing is transferred from one Man to another, upon valuable Consideration: And it differs from a Gift in this, that a Gift may be made without any Consideration or Cause at all; and a Bargain and Sale must have meritorious Cause moving it, or else it cannot subsist.

All Things, for the most Part, that are grantable by any other Way from one Man to another, are grantable, and may be transferred by Way of Bargain and Sale from one to another. And therefore Lands, Tenements, Rents, Advowsons, Commons, Tythes, Profits of Courts, and

and the like, may be granted by Way of Bargain and Sale, in Fee-Simple, Fee-Tail, for Life or Years: And all manner of Goods, Chattels and Merchandizes, are also grantable by Bargain and Sale. *Wth. Sym. Tit. Bargain and Sale.*

The Words, *Bargain and Sale*, are not absolutely necessary to a good Bargain and Sale; for Words equivalent will suffice to make Lands pass by Way of Bargain and Sale. And therefore, if a Man seized of Land in Fee doth by Deed indented, and by the Words *alien, give or grant*, sell them to another: Or if such a Man Covenant to stand seized of his Land to the Use of another, and these Deeds are made in Consideration of Money, and afterwards inrolled; these will be good Bargains and Sales. 8 Co.

94 7, 40.

There must be a good Consideration given, or at least said to be given, for the Lands. Co. 176. And for divers good and valuable Considerations. In Consideration that the Bargainee is bound for the Bargainor, in Consideration of a certain Sum of Money, or of a competent Sum of Money, &c. These are good Considerations.

It is requisite, where any Freehold is to pass of the Land, that the Deed be inrolled, as 'tis provided by Stat. 27 H. 8. c. 16. And this inrollment must be upon Parchment; the Deed inrolled must be indented, for if it be but Poll, the Estate will not pass: It must be before such Officers as by the Statute are authorized to take it. And the Deed must be so inrolled within six Months of the Purchase and Sale. Co. 5. 1.

In this Sort of Deed, there must be a good Consideration given, or said to be given for the Land, as is before observed; and if the Deed make mention of Money paid, as in Consideration of 100*l.* or the like, and in Truth no Money is paid, yet the Bargain and Sale may be good, because no Averment will lie against that which is expressly affirmed by the Deed: However, where Money or other good Consideration is really given, though it is not expressed in the Deed, the Bargainee may aver it, and being proved, the Bargain will be good. *Dyer* 90. 169. 1*Co.* 176.

But if a Deed express a Consideration of Money upon Purchase made by the Deed, yet this is no Proof, upon a Tryal, that the Money expressed was actually paid; but it must be proved by Witnesses. *Styles Rep.* 462.

It is said, That Bargain and Sale may be averred to be fraudulent within the Statute of 27*Eliz.* and that a Rent may be reserved upon it, or a Condition made by it, as well as by any other kind of Assurance. *Vide* 2*Co.* 54.

To Bargain and Sale of Land in Possession or Reversion, there needs no Livery of Seisin, or Attornment to perfect it; for it is good without where it is inrolled.

A Deed of Bargain and Sale may be made of Leafes, or Goods and Chattels, without Consideration: As if a Man do by his Deed bargain and sell his Trees, &c. or any Thing he hath besides his Land, without any Consideration at all, this may be good enough: And if such Deed of Bargain and Sale be made of a Lease for Years of Land, or of any Goods, there it matters not whether it be inrolled or not, or whether it be indented or not. Warranty and Covenants

may

may be inserted in this Deed; but the Deed is good without any such Addition.

A Bargain and Sale of Lands must be first inrolled before a Man hath a Title to sell or release the same; but he may make a Lease of the Land, according to the Statute before Inrolment, if the Lands be granted in Tail.

The first Bargain and Sale is good, although Inrollment be made to another by a second Grant, before the first, if the first Grant be inrolled within the six Months.

It is the same of a Fine, the first Agreement stands in Force.

Deeds were formerly inrolled at the Common Law, for the Preservation of them, although they did not pass any Estate, as it is now by the Statute of Inrolments. *Styles's Rep.* f. 370*c* *Pasch.* 1653.

If Lands are passed by Money only, the Deed ought to be inrolled; but if for Money and natural Affection, the Land may pass without Inrolment. *Stiles Rep.* fo. 188. *Morris and Dixon's Case.*

Upon a Bargain and Sale, for Money paid by the Bargainee, to the Use of a Stranger; this last Use is void. *Anderson 2 Part, n. 524 f. 81.*

A Bargain and Sale for Money cannot be to one Man to the Use of another; but it must be to the Use of the Bargainee only. *Shep. Assur. 510.*

If a Man bargain and sell his Land to another, for Money or other Recompence, and says not *To him and his Heirs*, yet this is a good Fee Simple. *27 H. 8. 5. Br. Contract, Bargain and Sale I.*

If a Woman, for a Sum of Money paid to her by her Son, bargains, sells and grants her Land to him by Indenture inrolled, and to his Heirs, to the Use of the Bargainor for her Life, and after to the Use of the Bargainee, and the Heirs of his Body, and after to the Heirs of the Bargainor for ever: This same Use, out of a Use, was held void. *Dyer* f. 155. and *Cromp. Jurisdict. of Courts*, fo. 53. *Court of Chancery*.

If the Bargainor, after Bargain and Sale, continues in Possession, he is Tenant at Sufferance; and if it be by Agreement, he is Tenant at Will. *Palin. Rep.* f. 202. *Forfecey* vers. *Blackman*.

If Tenant for Life bargains and sells his Land by Deed inrolled, although no Fee-Simple passes, yet it is a Forfeiture. *Leon.* 4 Part, n. 251. *Sir William Pelham's Case*.

A Man bargains and sells his Land by Indenture to one in Fee, without mentioning for what Sum, or other Thing; this is good, for the Bargain and Sale doth imply *Quid pro quo*. *Plow. Com.* 533. and *Dyer* 90.

If a Man seized of Land in Fee, makes a Lease for Years, and after, by Deed indented, bargains and sells the same Land to the Lessee, and his Heirs, without any Word, or Gift, or Grant, expressed in the Deed; by this, the Estate of the Lessee is not enlarged, if the Deed be not inrolled, for without Inrolment it passes not; and this can be no Confirmation. *Dalison's Rep.* f. 37. pl. 3.

If there be two Jointenants, and one of them bargains and sells the Land by Deed indented, and dies before any Inrolment, his Companion shall not have it by Survivorship; and the Reason is, for that the Use passes from the Sealing

Sealing and Delivery of the Deed, if it be after inrolled according to the Statute. *Anderson, 2 Part, n. 82. f. 161.*

If a Man, in Consideration of Money paid, makes a Deed of Gift, Grant, Bargain and Sale of his Lands to another, and his Heirs, by Deed indented, with a Letter of Attorney to make Livery of Seisin; if Livery be thereupon made, before Inrolment, there it has been adjudged to pass by the Livery of Seisin, and not by the Inrolment: *Popham's Rep. f. 49. Collard versus Collard.*

When a Deed is inrolled, the Estate passeth by the Statute of Uses, and not by the Statute of Inrolments. *Hobart's Rep. 136. Dimmock's Case.*

Neither the Death of the Bargainor, nor of the Bargainee before Inrolment, shall hinder the passing of the Estate. *Trin. 42 Eliz. Rot. 1037. Hob. Rep. f. 136. Dimmock's Case.*

A Bargain and Sale for valuable Consideration of Houses in London, by Word only, hath been sufficient to pass the same; for that Houses and Lands in any City, &c. are exempted out of the Statute of Inrolments. *6 Eliz. Dyer 229. in Chilberus's Case.*

Bargain and Sale made to one, with Addition of Knight, or Esquire, who is not so, is good. *Cro. 2 Part, f. 240. Lord Eure versus Strickland.*

Until the Deed be inrolled, the Estate of the Freehold is in the Bargainor. *Cro. 2 Part, f. 52, 53. Bellingham versus Alsop.*

Bargainee of a Reversion, shall not take Advantage of a Condition annexed to a Lease for Payment of Rent, without Notice given of the Grant. *Cro. 2 Part, 146. Molinoux's Case.*

If divers Persons do seal a Deed, and but one of them acknowledge the Deed, and the Deed is thereupon inrolled; this is a good Inrolment within the Statute, and may be given in Evidence, as a Deed inrolled at a Trial. *Stiles's Rep. f. 462. Thurl. ver. Madison.*

A Bargain and Sale for divers Considerations, is not good without Averment *d'Argent*. *Moor's Rep. 569. n. 777. Fisher ver. Smith.*

If a Man, for valuable Consideration, by Deed indented, do bargain and sell Lands to another, and his Heirs, and before the Deed be inrolled, he levieth a Fine, or maketh a Feoffment to the Bargainee, and his Heirs, of the same Land, and after, within the six Months, the Deed is inrolled, the Bargainee shall be in by the Fine or Feoffment, and not by the Bargain and Sale; for the Fee-Simple passeth by the Fine to the Conusee, and his Heirs; or by the Feoffment to the Feoffee, and his Heirs; and after the Inrolment of the Deed, may not divest and turn the Estate out of themselves, which was absolutely established in them by the Fine or Feoffment, for when the Common Law and the Statute Law concur, the Common Law shall be preferred. *Co. l. 4. f. 70. Hynd's Case. Moor's Rep. 337. n. 456, 680, 933. Leonard's Rep. 4 Part. n. 18. Co. 2 Inst. f. 671, 672, &c.*

A Man seized of certain Lands in Fee, bargains and sells it by Deed indented, and astet, before Inrolment of the Deed, he grants to the Bargainee, and his Heirs, Common for all Beasts commonable, remaining and feeding on the Land above-mentioned, and after the Deed is inrolled. It was held, that it was sufficient to make the Grant of the Common good in Law.

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Law. *Roll's Rep.*, 1 Part, f. 424, 425. *Gaven*,
vers. *Stacie*.

In Debt for Rent, upon a Lease for Years, the Plaintiff declared, That *A.* leased, &c. and after, by Indenture inrolled within six Months, according to the Statute, bargained, &c. to the Plaintiff, &c. *Mich. 9 Jac.* between *Worly* and *Worly*; *Cro. Jac. 291.* After a Verdict for the Plaintiff, Judgment was arrested, because it was not shewed in what Court the Deed was inrolled; and, That ought to appear, that the Court may know whether it was duly inrolled, and the Party may know where to search for it.

Of Gifts and Grants.

A Deed of Gift is said to be that Deed where by Lands, or Goods, are passed from one Man to another, by Way of Gift, wherein the Word *Give*, is commonly used; and so it is applied to two Kinds of Conveyances, the one where Lands are given, or granted to another, and the other to a Deed made for the passing of Goods from one Man to another, in Cases where there is no Bargain or Sale.

And in this last Case, the main Thing to be observed is, that there be no Fraud in the Case; for if any such Deed of Gift be made of any Thing, with Intent, and of Purpose to deceive and defeat Creditors of their just Debts and Duties, the Law doth judge this Deed void, as to and against such Creditors; but as to the Party that makes it, and all others, it is good.

And a voluntary Conveyance defective at Common Law, is very rarely relieved in the Court of Chancery. *2 Ventr. Bonham's Case.*

A Gift may be either by Deed, in Word, or in Law; in the latter, as when a Man is married to a Woman, or more properly a Woman married to a Man, by the Marriage, the Law gives all the Goods of the Wife to the Husband, but then he is liable to the Payment of her Debts: It is the same of an Executor, the taking of the Executorship gives a Man a Title to the Testator's Goods; but in this Case the Executors are subject also to Payment of the Testator's Debts.

If a Person give a Horse to another by word of Mouth, being present, and say unto him, *Take this Horse*, it will be a good Gift, tho' he is called by a wrong Name; but it would be otherwise if the Horse was delivered for the Use of A. B. where A. C. was meant by the Giver. *Bac. Mac.* 87.

Where a Man makes a Suit of Cloaths for another, and puts it upon him to use and wear, this will be a Gift, or Grant, in Law, of the Apparel. *Ch. Lit.* 351.

Gifts and Grants are said to be both alike in Nature and Power.

A Deed of Grant is a Conveyance, or Gift, by Writing, of such an incorporeal Thing as lieth in Grant, and not in Livery, and cannot be given or granted by Word only without Deed.

An Office, or any Goods or Chattels personal, it is said, may be granted by Word without Deed.

A Person attainted of High Treason, or Felony, may make a Deed of Gift, or Grant, and be good against all Persons, except the King, and the Lord of whom the Lands are held, and against them too, to relieve himself in Prison.

Son. A Person outlaw'd in a personal Action, may Give, or Grant, his Goods or Chattels, and the Gift, or Grant, will be good against all others but the King. *Perk. Sect. 26. c. 2, Numb. 6.*

A Queen may make a Gift, or Grant, without the Agreement of the King, that is of such Goods as are her own, which no other married Woman may do, unless it be in some special Cases. *Co. Lit. 3. Perk. Sect. 8. 20, 41.*

One Executor, or Administrator, may give or sell any of the Deceased's Goods, and will bind all the rest: But one Member of a Corporation may not give or grant the Corporation Lands, without the rest. *Perk. Sect. 31, 32, 33.*

If an Infant grant any Thing by Fine; this must be avoided during his Minority, or it cannot be avoided at all. And all Gifts or Grants made by Deed, by those that are *de non sene memoria*, are good against themselves; but voidable by those that are their Heirs, Executors, or as have their Estates. But if it be by Fine, it is good and unavoidable. *Co. 123, 124. cap. 2. Numb. 6.*

An Infant may be a Grantee, for this is presumed to be for his Advantage; and yet at his full Age he may either agree to it and perfect it, or disagree to it and avoid it, without any Cause shewed. *Perk. Sect. 4. Co. Lit. 2.*

The Grantee himself must take by the Grant immediately, and not a Stranger, or any one *in futuro*. A Woman Covert may take a Grant, and if the Husband do not disagree to it, it is good; but if the Husband doth disagree, it is void. *Perk. Sect. 43. Co. Lit. 2.*

A Grant to a Man, and his Issue, will be good to a Bastard, reputed to be his Son: And a Bastard may give or grant Lands, as well as any

other Person, after he has a reputed Name. *Perk. Sect. 26, &c.*

A Reversion may be granted as such, as well as a Possession; but not to commence at the End of a Term, or Time uncertain; for then 'twould be void for Uncertainty.

A Presentation to a Church, after the Church is become void, Trusts and Confidences, Conies, Hares, Deer, &c. are not grantable without special Power to do it. *Dyer, 282. Perk. Sect. 99. Plow. 379. Bro. 34.*

If Land be granted to a Man, and his Heirs, without the Word *Assigns*, yet he may assign it as his Pleasure; for *Assigns* are included within the Word *Heirs*.

Fee-Simple Land is chargeable with a Grant any Way; and a Reversion upon an Estate Tail is grantable; but the Tenant in Tail in Possession, by Recovery, may bar him in Reversion of any Fruit of it. *Co. 6. Sir Geo. Curzon's Case. Co. 1.*

Lands granted to two Men, and the Heirs of their Bodies, though they have several Inheritances after both their Deaths, yet neither of them may grant away his Estate after his Life. *Co. Lit. 182.*

And if a Joint-tenant gives or grants the Whole, the Grant is only good for the Grantor's Moiety; for a Man cannot Grant what he has no Right to. *Perk. Sect. 80, &c.*

No second Gift, or Grant, or Lease of one Thing, or Term, is good, for the first will take Place; but in Reversion after the former it may be good. *Perk. Sect. Dyer 35. 350. Lit. Bro. Sect. 298. Perk. Sect. 112.*

A Bailiff may not grant away his Master's Goods without Authority; tho' a Tavernor or Mercer's

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Mercer's Servant may, and be good. *Bro. Done 56. 4.*

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Grants ought to be of Things certain; yet if a Grant be made of a Horse in a Stable where there are several, and no particular one is mentioned; in such Case the Grantee may chuse his Horse. *Perk. Sect. 76. Bro. Grant. 77.*

If I grant All my Lands in *D.* which I had of the Grant of *J. S.* this is a good Grant of all my Lands in *D.* whether I had them of *J. S.* or of any other: But if the Words be, *All my Lands which I had by the Grant of J. S. in D.* then the Grant is not good to carry other Lands in *D.* but such only as I had of *J. S.* *Micb. 2 Jac. in Brown's Case.*

Grants may be avoided by Incertainty, Impossibility, made against Law, or on a wrong Title, or through a Want of Livery of Seisin, &c. or when made through a corrupt Contract.

If a Man Grant, or Devise, *omnia terras & tenementa sua;* by this Word *Tenement,* a Reversion well passes. *34 H. 6.*

If a Man Grants *totam terram,* which *A. B.* holds in Dower, the Reversion shall Pass by such a Form of Grant. *38 E. 3. 26.*

A Man has a Manor in the County of *N.* and Land is holden of this said Manor, lying in the County of *S.* by Grant of the Manor, *cum pertinentiis,* by Fine, *in Comitatu N.* the Services of the Land in the other County shall pass; and the Livery of a Manor in one County, makes the Services of the Land in the other County to pass. *21 E. 3. 18.*

A Court Baron is incident to a Manor, and a Court of Pipowder to a Fair; and therefore the Lord of a Manor, or of a Fair, cannot grant over the same Manor, or Fair, and reserve

serve to himself those Courts, because they are Incidents inseparable: 19 H. 8. *Br. Incidents* 34.

If three Coparceners are seized of a Manor in Fee, where a Leet or Law-day is appendant, and they Grant to the King two Parts of the same Manor, with the Appurtenances; yet such Leet, by such Grant is not extinct; but the Leet remains appendant to the third Part of the same Manor. *Bendoe's Rep.* f. 20. Pl. 29.

A Man grants the next Presentation, and has a Wife, and dies; the Grantee shall have the first Presentation, the Heir the second, and the Wife for Dower the third. 32 H. 8. *Br. Presentation a l'Esglise.* 55. *Vide* 20 H. 8. 13.

If a Parson, or Prebendary, be within the Age of 21 Years, and he grants a Lease of his Benefice within Age, this shall bind him; for here he is admitted by the Law of Holy Church to take a Benefice within Age; so the Common Law of England makes him able to Lease his Benefice within Age. *Br. Age*, 80.

Tenant in Tail of an Advowson, and his Son and Heir joined in a Grant of the next Avoidance. Tenant in Tail died, and it was adjudg'd, That the Grant was utterly void against the Son and Heir that joined in the Grant, because he had nothing in the Advowson; neither in Possession or Right, not in actual Possession at the Time of the Grant. *Hobart's Rep.* f. 45. *Sir Marmaduke Wivell's Case.*

Tenant in Tail of a Manor, to which an Advowson is appendant, the Church being full, grants *proximan Advocationem*, and then dies; by his Death this Grant is miserly void. *Baldwode, 1 Part.* f. 35. *Walter versus Bould.*

When the Use of a Thing is granted, all is granted by which the Grantee may have and enjoy such Use. *Sanders* 1 Part, 322, 323. *Pomfret* versus *Ricroot*.

A Grant, by the Name of Messuage or Tenement, neither a Garden nor Land passeth; for by such Words nothing passeth but the Houses and Precinct of them; and a Garden is a Thing distinct, for in a Precipe the Writ shall say, *de uno Messuagio, & uno Gardino*, which doth prove them to be several, which was granted by the Justices. *Dallison's Rep.* f. 29. Pl. 5.

If two Executors have a Term, and one of them grants to a Stranger all that doth belong to him, the entire Term passeth; for that each had an entire Authority and Interest in the Term, as Executor. *Mich. 28 H. 8. Dyer* f. 23. b. Pl. 146.

It was said by *Brown*, That if a Man does Let the Scite of a Manor, with all his Lands to the said Manor appurtenant, hereby all the Demesne Lands do pass: But if it were with all the Lands appertaining to the Scite, nothing passes but the Manor-Place. *Owen's Rep.* f. 51.

It was agreed, That where a Grant is made of Lands and Tenements in D. that Copyhold Lands pass not, because they cannot pass by such an Assurance; and that Copyhold Lands were not within the Statute of Bankrupts, unless they were particularly expressed; and a Copyhold cannot pass but by Surrender. *Owen's Rep.* f. 37.

A Grant of an Annuity for a Man, and his Heirs, to be paid Annually, at the four usual Feasts, for thirty Years, to commence after the Death of the Grantor: And it was agreed by the Judges, That this is a good Grant, and charges

charges the Heir, although it privily commen-
ced in him: For *Telverton* said, he charged him-
self, and the Grant is for him, and his Heirs,
and the Warranty which is so granted to com-
mence thirty Years after, although the Father
dies before Commencement of it, yet it shall
bind his Heir; so it is of an Obligation, to be
paid thirty Years after. *Littleton's Rep.* 245.
Tewkly veri. Clothworker.

A Man grants an Annual Rent out of Land
wherein he hath no kind of Interest; yet this
is a good Annuity to charge the Person of the
Grantor in a Writ of Annuity. *Owen's Rep.* f.
3. 4 *H.* 4. 29. a.

A Man was outlawed, and afterwards made
a Lease of his Lands, and then these Lands, a-
mongst others, were found by Inquisition, and
this Lease was pleaded in Bar to bind the King,
being before the Inquisition: And the Court
held, That a Lease, or other Estate made by
the Party after the Outlawry, and before the In-
quisition taken, will prevent the King's Title,
if it be made *bona fide*, and upon good Conside-
ration; but if it be in Trust for the Party only,
it will not be a Bar; and no Conveyance what-
soever, after the Inquisition, will take away,
or discharge the King's Title. *Hardreffe's Rep.*
f. 101.

When a Man passeth Lands from himself,
the Law gives him Liberty to pass them in such
Way, and in such Manner as he himself shall
think fit; and this Liberty ought to take Ef-
fect according to the express Words: For the
Law will not extend the Words further, and
the Intent shall appear by the Words. *Owen's*
Rep. f. 9. *Richmond's Case.*

If a Man grant to another one hundred Acres of Land in such a Field, and Sixty in such a Field, &c. in which the Acres are known by Estimation or Limits, there the Acres shall be taken as they are known, and not according to the Measure by the Statute: But if I have a large Close containing twenty Acres of Land by Estimation, which is not in Truth eighteen Acres; and I grant ten Acres of the same Close to another, there he shall have them according to the Measure by the Statute, because the Acres of such a Close are not known by Parcels, or by Meets and Bounds. *Popham's Rep.* f. 55. *Morgan versus Tedcastle.*

It is said, If a common Person grant a Rent, or other Thing, that lies in Grant only, without Limitation of any Estate, by the Delivery of the Deed only, the Freehold passes, 17 E. 3. 45. a. For that the Grant of a common Person shall be taken most forcibly against the Grantor, 7 *Aff. Pl. 1.* But if the King grants a Rent or Lands, without any Limitation of any Estate, the Grant is merely void for Incertainty: For the Grant of the King shall be taken more strongly for his Benefit and Advantage than that of a common Person; and if it may be taken to a double Intent, it shall be adjudged void for the Doubtfulness thereof, 8 *H. 7. 1. a. Davys Rep.* 45.

A Lease is made to a Man for sixty Years, if *A. B.* and *C. D.* so long live, and afterwards *A. B.* dies, by his Death it is said the Lease is determined; otherwise it is, if a Lease be made to one for the Lives of *A. B.* and *C. D.* there the Freehold doth not determine by the Death of one of them, *Co. Lib. 13. f. 66.*

A Man hath Land, in which there is a Mine of Coals, or the like, and maketh a Lease or Grant

Grant of the Land, for Life or Years (without mentioning any Mines) the Lessee may dig and take the Profits of such Mines as were open at the Time of the Grant or Lease made; but he cannot dig for any new Mine that was not open at the Time of the Grant made; for that should be adjudged Waste. And if there be open Mines, and the Owner make a Lease of the Lands, with the Mines therein, this shall extend to the open Mines only, and not to any hidden Mine; but if there be no open Mine, and the Lease is made of the Land, together with all Mines therein, there the Lessee may dig for Mines, and enjoy the Benefit thereof, otherwise these Words would be void: *Co. 1 Inst. fo. 54. b. Co. Lib. 5. Saundars Case. Hob. Rep. fo. 234. Lord Darcy vers. Astwith.*

A Grant or Feoffment by Tenant for Life, confirmed by him in Remainder, is a sure Way of Conveyance, and not easy to be avoided.

Of Feoffments.

A Feoffment, strictly and properly, is the Gift or Grant of any Honours, Castles, Manors, Messuages, Lands, Houses, or other corporeal immoveable Things of like Nature, which be hereditable, to another in Fee-Simple; (*i. e.*) *To him and his Heirs for ever*, by the Delivery of Seisin, and Possession of the Things granted. *Co. Lit. 9. Lit. Seft. 57.*

And this Kind of Conveyance, as it is the most ancient Kind, so it is said to be the best and most excellent of all others, and in some Respects to excell the Conveyance by Fine and Recovery.

For it is of that Nature and Efficacy (by Reason also of the Livery of Seisin, which is always incident

incident to it) that it cleareth all Disseisins, Abatements, Intrusions, and other wrongful and defeasible Titles, and reduceth the Estate clearly to the Feoffee, when the Entry of the Feoffor is lawful; which neither Fine, Recovery, nor Bargain and Sale by Deed indented and inrolled will do, when the Grantor is out of Possession.

And it passeth the present Estate of the Feoffor, and also barreth and excludeth him of all present and future Right to the Thing, which is so conveyed; insomuch that if one have divers Estates, all of them pass by his Feoffment; and if he have any Interest, Rent, Common, &c. into or out of the Lands, it is gone by the Feoffment.

It also barreth the Feoffor of all collateral Benefits touching the Lands; as Conditions, Powers of Revocation, Writs of Error, Attaint, and the like; so that if a Man make an Estate of the Land upon Condition, or with Power to revoke it, and afterward he make a Feoffment of the Land; by this Feoffment he is barred for ever of taking Advantage of the Condition, or Power of Revocation.

It destroyeth contingent Uses, gives away a future Use inclusive, and gives away a Right of Action. For both the Feoffment and Livery of Seisin incident thereunto, are much favoured in Law, and will be construed most strongly against the Feoffor, and in Advantage of the Feoffee.

And for that it is so solemnly and publickly made, it is of all other Conveyances most observed; and also best remembred and proved, by Reason of the Livery and Seisin, &c. *Wth. Syme.*

235. *Co. Lit.* 6. 49. 9 *Co. I.* 111, 112. 6 *Co.*
70. 1 *Co.* 121. *Plow.* 554. *Perk. Sett.* 210.

No Feoffment can be made of Rents, Reversions, Services, Advowsons in gross, and the like, which lie not in Livery; but those Things that lie not in Livery may pass by Grant. It is good to make a Warranty and Covenants in your Deed of Feoffment, though the Deed is good without any of them.

No Deed of Feoffment can be good to pass any Thing by Way of Feoffment only, but where Livery of Seisin is duly made and executed upon it.

Livery of
Seisin.

And Livery of Seisin is a Ceremony in the Common Law used in the Conveyance of Lands or Tenements, whereby the Estate and Possession thereof is given from one Man to another; and of this there are two Kinds, Livery in Deed, and Livery in Law.

A Livery in Deed is where the Feoffor, Donor, or Lessor, by himself or another taketh the Ring or Key of the Door of the House, or a Turf or Twig of the Land or Wood, and delivereth the same upon the Land unto the Feoffee, Donee, or Lessee, in the Name of Seisin of the House, or Seisin of the Land: And this may be done either by the Parties themselves, where they are present, or, if they be absent, it may be done by their Attorneys.

Livery in Law, which is where the Party to the Deed delivereth the Deed in View of the Land granted, and doth use these or any such like Words, *Go enter, and take the Land according to the Deed;* or, *Take the Land, and I wish you Joy of it;* or, *I deliver you this Deed in the Name of Seisin, &c.* But in this Case, the Land must be in the Grantor's own Possession.

Livery

Livery of Seisin is needful, where any Estate in Fee-Simple, Fee-Tail, of a Man's own or another's Life, is made for any corporeal Lands or Tenements; and where a Lease is made of Lands for Years, the Remainder to a Stranger in Fee-Simple, Fee-Tail, or for Life, there it must be made to the Lessee for Years, or else nothing will pass to him in Remainder; but the Lease for Years is good.

But Livery of Seisin is not needful in all these following Cases: where any Freehold Estate is created by Matter of Record, or by Covenant, and raising of Use thereby: When an Estate of Freehold is made by Way of Exchange; Indowment at the Church Door; or by the Assent of the Father; or by Way of Surrender; Devise; or by Release or Confirmation: Where the Estate comes by Way of Increase or Executory Grant; as where the Fee-Simple is granted to the Lessee for Life or Years in Possession: Where a corporeal Thing, as House or Land, doth belong to an Office, and the Office is granted by Deed, the House and Land pass without Livery: Where there's made a Lease for Years only, though never so many: Where the Fee-Simple of Trees are granted. In all these last Cases, Livery of Seisin is not necessary.

Livery of Seisin must be made by him that makes the Estate, or his lawful Attorney, to the Party that taketh the Estate or his Attorney, lawfully authorized. It must be made in the Life-time of the Parties, unless there be more Feoffees than one, and they all die but one, then Livery of Seisin may be made to that one: It ought to be done before the Feoffee, Donee, or Lessee enter, and it must not be done before the Estate begins.

And when a Feoffment is made of House and Land, the fitteſt Place to make Livery is in the House, and at the Door of the House. When it is made of a Rectory, the fitteſt Place is the Parſonage House; and if there be no House, upon the Glebe; or if there be neither, it may be made at the Ring of the Church Door. When 'tis made of a Manor, the fitteſt Place is the Manor House; and if there be none, Part of the Demesnes. When 'tis made of divers Pieſes of Land in divers Villages in the ſame County, Livery on any Part thereof in the Name of all the rest is good; but if it lies in more Counties than one, Livery muſt be made in every County.

If I am feized of one Acre in Fee, and of another Acre for Life, and I make a Feoffment of both Acres, and make Livery of Seiſin in that Acre whereof I am feized in Fee, in the Name of both Acres, this will paſs both Acres. But *contra*, if the Acre for Life was for Years, then Livery muſt be made on both Acres. 9 H. 7. 25.

In the making of Livery, all the Persons that have any lawful Estate and Possession, in the Thing whereof the Livery is made, as Lessees for Life, Years, and ſuch like, muſt join in the making of it; or at leaſt before the Time it is doing, be abſent and removed from off the Land.

The Manner
of making
Livery.

The Feoffor, Donor, &c. and the Feoffee, Donee, &c. or their Attorneys or Servants that have Authority, do come to the Door, Backſide or Garden, if it be a House; it not, to ſome Part of the Land where Seiſin is to be delivered, and there, in the Preſence of good Witneſſes, do ſhew the Caufe of their Meeting, and read the

the Deed, or the Contents thereof, and of the Letter of Attorney, if any ; and then the Feoffor, &c. or his Attorney, (if it be a House) do take the Ring, Latch, or Key of the Door, (all the People, Men, Women and Children being out of the House;) or, if it be of a Piece of Ground, do take a Clod of the Ground, or a Bough or Twig of a Tree or Bush growing thereupon, and (all the People being out of the Ground) the same Ring, &c. Clod, &c. with the Deed, do deliver to the Feoffee, Donee, &c. saying the usual Words.

And then if it be a House, the Feoffee, &c. doth enter in first alone, and shut to the Door, and then he doth open it and let in others. Then the Delivery must be endorsed on the Backside of the Deed, with the Time of doing it, and the Names of the Witnesses thereto, which perfects your Livery of Seisin.

But a Livery of Seisin that is not so exactly made may be good : As if the Feoffor, &c. or his Attorney, take any Thing else from off the Land, as a Stone, or the like, and therewithal doth make the Livery of Seisin ; or if he take a Turf or Twig from off another Man's Ground, and not from the same whereof Possession is to be given, and deliver that upon the Ground in the Name of the Seisin ; or if he take a Piece of Silver or Gold, or a Rod, Stick, or the like, and deliver this upon the Land in the Name of Seisin ; all these are good Deliveries of Seisin and Possession.

If divers Parcels of Land are conveyed, and Livery of Seisin is made in one, or there be divers Feoffees, and Livery of Seisin is made to one of them according to the Deed, without

using any more Words, this is good; but it is best to add, *In the Name of all the rest, &c.*

By Livery of Seisin, the Feoffor transferreth unto the Feoffee all that he hath in the Things whereof Livery is made. *West. Sect. 251. p. 1. lib. 2.*

Rents, Advowsons, Services, Courts, and the Profits, Commons, &c. will pass by Feoffment of a Thing to which they belong; and those Things that pass not by Livery, will pass by the Words, *Give and grant.* And the Words, *Give and grant,* may amount to a Grant, a Feoffment, a Gift, a Lease, &c. and so may be used as pleases him that hath it. *Co. Lit. 30. 48.*

Feoffment without Livery of Seisin, is only an Estate at Will, and the Feoffor may put out the Feoffee at his Pleasure; and if either of the Parties die before Livery of Seisin is made, the Feoffment is void. *Plow. 214, 219. Co. Lit. 5. 2.*

Livery of Seisin may remedy a Defect in a Conveyance, and make the Estate good in some Cases, tho' the Conveyance be void.

But Livery of Seisin will not hinder the Entry of him in Reversion, in Case Lessee for Life makes a Feoffment in Fee; for that will not save the Forfeiture of the Estate, but he in Reversion may enter as in other Cases. *Co. Lit. 52.*

A Feoffment cannot be good, unless the Feoffor have a Possession; so that a Stranger entring on my Land, and making a Feoffment of it to another, I being upon the Land, is void. *Perk. Sect. 119.*

One Jointenant may not make a Feoffment of his Part of the Land to his Companion; but Tenants in Common or Coparceners may. *Perk. Sect. 197.*

A Woman

A Woman without her Husband, or one Member of a Corporation alone, may not make Feoffments of Lands without the Husband or the other Members of the Corporation, altho' they consent to it. *Perk. Sect. 185, 186, 205, 224, 225.*

A Feoffment made of a House *cum Pertinents*, nothing shall pass by these Words *cum Pertinentiis*, but the Garden, Curtilage, and the Close adjoining to the House, and upon which the House is built, and no other Land, tho' the other Land has been occupied with the House. *Br. Feoffments de Terres 53. 23 H. 8.*

If four Persons join in a Feoffment in Fee, whereof three of those Persons have nothing in the Land, this is, notwithstanding, a good Feoffment in Law. *42 Ed. 3. 12.*

A Man enfeoffs four Men by Deed, and makes Livery of Seisin to one of them in the Name of all; this is a good Feoffment to all of them: But if a Man infeoff four without Deed, and makes Livery of Seisin to one of them in the Name of all, there nothing vests but in him that took by the Livery. *15 E. 4. 18.*

A Feoffment in Fee to four Men, and one of the four makes a Letter of Attorney to A. B. to receive Livery for himself and his Companions, which is accordingly executed, nothing passes but to him only that made the Letter of Attorney; for every Feoffee or his Attorney, ought to receive Livery. *Br. Feoffments de Terres 67, and 72. 16 E. 4. 1.*

A Man makes an absolute Deed of Feoffment, and a Letter of Attorney to make Livery of Seisin absolute, and the Attorney delivers it upon Condition; this is adjudged a Disseisin, *12 Aff. pl. 24.*

A Letter of Attorney is made to A. B. to deliver Livery and Seisin in the Capital Messuage, and he doth it in another Place of the Land; or between the Hours of Two or Three, and he does it before or after, &c. the Act of the Attorney as to execute the Estate is void. 10 H. 7. 9. b. 16 Eliz. Dyer 337. 10 H. 7. 15. b. 11 H. 7. 13. a. 11 Eliz. Dyer, f. 283.

A Letter of Attorney is made to three, *Coniunctim & Divisim*, two cannot make Livery of Seisin. 38 H. 8. Dyer 62. and 27 H. 8. 6. b.

A Letter of Attorney to deliver Possession without a Deed of Feoffment, is void in Law. *Kelwey's Rep.* f. 51. a.

A Feoffment made to *Margery*, and Livery and Seisin made to *Margaret*, which is her true Name, this is a good Feoffment. *Rolls*, 1 part, f. 230. *Butler versus Fincher*.

A Charter of Feoffment from a Day to come, if Livery of Seisin be made by the Party, after the Day, the Livery is good. *Palmer*, f. 30. *Taylor versus Fisher* and *Greenwood*.

A Feoffment to the Parson of *Dale* and his Successors in Fee, to the Use of the Parishioners; this Use is void, for that the Parishioners are not capable to take. 12 H. 7. 27. and *Crompton*, f. 62. B. Tit. *Chancery*.

A Feoffment is made to A. B. and the Feoffor delivers the Deed upon the Land; this is a good Feoffment, and so adjudged by all the Justices of the *Common-Pleas*. *Br. Feoffments* 74.

If a Man makes a Charter of Feoffment, and stands afar off and shews to the Feoffee the Lands which are comprised in the Charter; and delivers to him the Charter, and willeth him to enter, and the Feoffee sees the Lands and receives the Charter, and agrees to it, but does not dare for

for fear of Death to enter ; this is a sufficient Possession to have an Assize, and so a good Feoffment without Livery or Entry. *38 Aff. pl. 23.*

If a Man is seized of a House, and some other Houses, and makes a Lease for Years of the other Houses, and after the Lessor makes a Charter of Feoffment of all the Houses, and makes Livery in the House of which he is seized, and not in the other Houses ; nothing in the other Tenements passeth ; but if he had made a Lease at Will, it had been otherwise. *Dalison's Rep. f. 46. pl. 1.*

If there be Land for Life, the Remainder in Fee, he in Remainder makes a Deed of Feoffment, and a Letter of Attorney to deliver Seisin, and the Attorney enters and makes Livery accordingly ; yet the Remainder passeth not thereby, for the Attorney by his Entry makes a Disseisin, and so plucks the Fee and Freehold out of both before Livery : But if he in Remainder himself enters and makes a Feoffment, then the Remainder passeth. *Dalison's Rep. f. 113. pl. 4.*

It was holden by the Court, That if a Feoffment be made of a House, and the Deed be delivered in the House, without other Circumstances, the same doth not amount to a Livery of Seisin ; but if any Act be done by which the Intent of the Feoffor appeareth, that the Feoffee should have Livery and Seisin ; as if the Parties go of Purpose to the Place intended to pass it, to the Intent that the Deed may be delivered in that Kind, the same doth amount to a Livery : By *Anderson* and the whole Court. *Leonard, I Part, n. 287. Wills and Snowball's Case.*

It was held by *Dyer* and *Manwood*, That if a Lease be made to B. for Years, the Remainder to

the right Heirs of the said B. and Livery of Seisin is made, that the Remainder is void; because there is not any Person *in esse*, who can take presently by the Livery, and every Livery ought to have its Operation presently: But where a Lease is made to B. for Life, the Remainder to his right Heirs, there he has a Fee executed, and it shall not be in Obeyance, for there he takes the Freehold by the Livery. *Leonard, 4 Part, n. 67.*

A Man makes a Lease for Years of a House, the Lessor makes a Feoffment to a Stranger, and comes to make Livery; the Wife of the Lessee (in his Absence) being there within, the Lessor enters, and by Force extrudes the Wife against her Will to the Backside, which was Part of the Land leased, and Livery in the House was made in the Name of all the Land: And because the Wife always remained on the Land and contradicted the Livery, the Livery was void; but if she had gone out of the House by Agreement, altho' she had remained upon some other Part of the Land, the Livery had been good; and if the Lessor had extruded her by Force, and against her Will, into the High-street, so that she had not been upon any Part of the Land at the Time of the Livery, then the Livery had been good: By *Harpur, Manwood, and Mounson*, in the Star-Chamber. *Dalison's Rep. f. 94. pl. 18.*

Land was devised to the Father for Life, Remainder to the next Heir Male of the Father, and to the Heirs Males of his Body: The Father infeoffs A. B. with Warranty: It was resolved, That by the Feoffment of the Tenant for Life, the Remainder was destroyed, for every contingent Remainder ought to vest either during the particular Estate, or at the least *ei instanti* that the

par-

particular Estate determineth; for if the particular Estate be ended or determined in Deed, or in Law, before the Contingency fall, the Remainder is void. And in this Case, by the Feoffment of the Father, his Estate for Life was determined by Condition in Law, which cannot be revived by any Possibility; for this Cause the contingent Remainder is void, and by the Feoffment no Right of the particular Estate remaineth. *Co. lib. 1. 66. Archer's Case. Cro. 1 Part, 453. Baldwin versus Smith.*

But *A.* Tenant for Life, the Remainder to *B.* for Life, the Remainder in Tail, the Remainder to the right Heirs of *B.* *A.* and *B.* join in a Feoffment by Deed, albeit it may be said, that this is the Feoffment of *A.* and the Confirmation of *B.* and consequently he in the Remainder in Tail cannot enter for the Forfeiture during the Life of *B.* Yet because *B.* joined in the Feoffment, which was tortious to him in Remainder in Tail, therefore they forfeited both their Estates, and he in Remainder in Tail might enter for the Forfeiture. *17 Eliz. Dyer, fo. 339.*

Of Fines.

A Fine is taken for a final Agreement, or Conveyance upon Record, for the settling and Assuring of Lands and Tenements acknowledged in the King's Court (by the Cognizor of the Land, or other Thing) to be the Right of the Conusee.

This Fine is called a Feoffment on Record, because it includeth all that a Feoffment doth, and barreth the Entail peremptorily, whether the

the Heir claim within five Years, or not, if he Claim by him that levied the Fine.

A Fine begins by *Precipe* and *Concord*.

The *Precipe* is a Command, or Charge, supposed to be given to the Cognizees, *To hold Covenant with the Cognizors of such and such Lands, &c.*

The *Concord* is the very Covenant, or Agreement between the Parties, Cognizors and Cognizees.

And in Case of a double Fine, the Release and Warranty must be from the Heirs of one of the Cognizors: For in a Fine from divers, the Fee must be supposed to be in one of them only. *West. Pref. Tit. Fines, 30.*

And if divers join in a Fine, it is said, the Warranty must be by them, and the Heirs of one of them, which is the Owner of the Land. *44 E. 3. 1.* Yet if there be divers Cognizors, they may warrant severally, and either generally or specially: For it is observed by Mr. *West*, *Tit. Fines, Sect. 147.* That Warranties are sometimes general, that is, against all Men; some against all, except certain Persons; some against certain Persons only; some against every Cognizor, and his Heirs severally; some against one of the Cognizors, and his Heirs only; some of all the Lands in the Fine; some of all, except a certain Part; and some of Part only certainly expressed. *West, Tit. Fines, 147.*

All Persons, Male and Female, may be Cognizors, except Ideots, Lunaticks, &c. Friars, Monks (who are dead in Law) and Persons having joint Power, as a Bishop, without the Dean and Chapter; a Mayor, without his Commonality; Masters of Colleges, without their Fellows, &c. *West, ibid.*

And

And all such Persons as may be Grantees, or take Contracts, may be Cognizees.

Cognizees in Fines must be named by their proper Names and Surnames: For a Fine levied to *A. and Sibel his Wife* (where her Christian Name was *Isabel*) was holden void. 1 *Aff. Pl. 11.*

Care ought to be taken that Drunken Men, and old doting Persons, be not Cognizors, for their Fines are not reverisible. 17 *E. 3. 5. & 8.*

17 *Aff. 17.*

Infants, *viz.* all Persons under the Age of 21, Years, ought to have a special Care how they levy Fines, for they must be reversed again during their Infancy; otherwise they are good, and the Court must see them at such Reversal, thereby to judge of their Age. 50 *E. 3. 5.* 17 *E. 3. 52, 78.*

A married Woman, under Age, ought to take Care, that she levy not a Fine of her own Lands; for she cannot reverse it during her Husband's Life, neither after his Death, if she be then of full Age. 50 *E. 3. 5. Aff. Pl. 53.*

And she must beware how she, with her Husband, levy a Fine of her Jointure, lest she thereby lose her Thirds, if the Jointure were well settled before Marriage. *Dyer, fo. 359. Pla. 49.*

And if a married Woman, without her Husband, levy a Fine of her own Lands, wherein she hath Fee-Simple, it will be a Bar against her and her Heirs, unless her Husband avoid it by Entry, or otherwise, during her Life.

And if he be Tenant by Courtesy, he may reverse it after her Death. 17 *E. 3. 52. & 78.* 17 *Aff. 17. 7 H. 4. 23.*

A Husband, without his Wife, ought not to levy a Fine of her Lands; for she, and her Heirs,

Heirs, may avoid it after his Death. 32 H. 8.
cap. 28. 12 E. 4. 12. 42 E. 3. 20.

If Lands of the Husband, or his Ancestors, assured for Jointure, Dower, or in Tail, to any Woman, by Means of her Husband, or his Ancestors, be by her granted for a greater Estate than for her Life, her Estate is presently forfeited. *Plow. fol. 459.*

If a Husband levy a Fine of his own Lands, whereof his Wife is Dowable, and five Years pass; she is not barred of her Dower, for before his Death she hath only a Possibility, and not any Title to Dower. *Plow. fo. 373. a.*

Tenant for Life may levy a Fine, Sur-Grant and Release of the Lands, which he holdeth for Life, *To hold to the Cognizee for Life of the Tenant for Life.* 44 E. 33. 36. But if the Estate be larger, it is a forfeiture of his Estate. 4 H. 7. *Noy 30.* And the Law is the same of such Fines by Tenant in Tail, after Possibility, Tenant in Dower, or by the Courtesie. 39 E. 3. 16. But it seemeth to be no Forfeiture of a Rent.

Tenants in Common, or Joint-Tenants, may levy a Fine of their Parts. 26 H. 8. 9. So a Co-partner may of his Part. *Dyer, 334.* And Tenant in Tail, General or Special; also Tenant in Fee-Simple, in Remainder or Reversion, may levy Fines.

All, or two of the Justices of the Common Pleas, may, in open Court, take Cognizance of Fines, and Record them, by virtue of their Offices: And the Justices of the Common Pleas are the only Judges for the recording of Fines, and all Cognizances thereof must be certified thither. 15 E. 2. 36 H. 8. 44 E. 3. 38.

The Chief Justice of the Common Pleas, by Prerogative of his Office, may take Cognizance of Fines in any Place out of the Court, and certify the same without a *Dedimus Poteſtatem*. *Dyer* 244. *Pl.* 31. The others must be by *Dedimus*.

Fines may be levied of all Things, being *in effe tempore Finis*, and certainly expressed in the Writs; but they may not be levied of Things uncertain, nor of Lands restrained from Sale by Act of Parliament. 28 *E. 4.* 22. 3 *E. 4.* 19. 32 *H. 8.* cap. 36.

Lands bought of divers Persons, by several Purchasers, may pass into one Fine, and then the Writ of Covenant must be brought by the Vendees against all the Vendors, and every Vendor must warrant against him, and his Heirs only. And these joint Fines are necessary when the Purchases are of small Value, and the Charges would be great.

Privies in Blood, as Heirs of the Cognizors, claiming by the same Title that their Ancestors had that levied the Fine, are barred presently thereby, whether they are void of Impediments or not. 1 *R. 3.* c. 7. 4 *H. 7.* c. 24. *Br. Fines*, 109.

But Strangers to Fines (that is such as be not Parties, or Privies) have five Years, after Proclamation, to enter and claim their Right. *ibid.*

The like Time have Infants, after they accomplish their full Age; Madmen and Lunatics, after they are cured of their Maladies: Also Feme Coverts, or married Women, being Strangers to the Fine, after the Death of their Husbands; and Prisoners, Strangers to the Fine, after their Enlargement have five Years. *Plowd.* 367, 375, 376. *a.* 359. *b.* 4 *H. 7.* c. 24. *Plow.* 360. *a.* 366. *a.* 375. *a.*

But

But if a single Woman, being Estranger to the Fine, having present Right, take an Husband, who suffereth the five Years to pass; she is ever barred. *Plowd. 366. a.*

Such Strangers to Fines, void of Impediments, whose Right or Title cometh or descendeth to them after the Proclamation, have five Years after the coming of such Right. *1 R. 3. cap. 7. 4 H. 7. cap. 24. Plow. fo. 378. a. b.*

So he in Remainder, or Reversion, depending upon an Estate of Freehold, after the Remainder, or Reversion accrueth, hath five Years to enter; and if he die before Entry, his Heir hath only five Years to enter, after the Death of the particular Tenant. *Plowd. f. 374. a. b.*

And if Strangers have several future Rights, by divers Titles, growing at several Times, they shall have several five Years, from the Time that their several Titles accrued unto them. *Plow. fo. 373. a.*

Estrangers out of the Realm, at Time of the Fine levied, shall have five Years to make their Claim, after their Return: And if he that hath Right, be beyond Sea at the Time of the Fine levied, and never return, the Heir is not limited to Time. And so it is of an Infant, being Party to the Fine, having present Right; if he dieth in his Infancy, his Heir is not limited: And so it is of a Person *Non compos mentis*, by the Act of God; or a Man in Prison by the Act of the Law; or a Feme Covert by her own Act, if they die so, being Parties to the Fine. *2 Co. Inst. 319, 320. Plowd. 266.*

Five Years are allowed after Forfeiture of the Tenant for Life, and five Years for a Woman to claim her Dower, after the Death of her Husband. A Child in the Womb at the Time of passing

passing a Fine, hath five Years, after his Age of Twenty one Years, to make his Claim. And a Fine must be of Lands in Possession, or the five Years will be no bar. And on an Entry, or Claim, within the five Years, an Action must be brought within one Year after such Entry, or Claim, *per Stat. 4 & 5 Anna.*

If there be two of one Name, and the one levy a Fine of the Lands of the other, the other may avoid it by pleading; likewise the Owner of Land may avoid a Fine levied by a Stranger, in his Name, because it is a Matter of Record; and there is no other Remedy, except an Action of Deceipt. *34 H. 6. 19.*

Tenant in Remainder in Fee, may aver the Continuance of Possession against a Fine, *sur Cognizance de Droit come ceo, &c.* levied by Tenant in Tail. *12 E. 4. 12.* Because he is neither the Party, nor his Heir; and so may a Feme Covert, where he Husband sole levieth the Fine. *Ibid.*

Issue in Tail may aver Continuance of Possession against a Fine, *sur Cognizance de Droit tantum, but not against a Fine, sur Cognizance de Droit come ceo, &c.* because that Fine is executed, and the other only Executory. *12 E. 4. 15. & 19. 11 H. 4. 85.*

Fines are either Single, or Double.

The Single, is that by which an Estate is granted by the Cognizor to the Cognizee; and nothing is thereby rendred back again by the Cognizee to the Cognizor.

The Double Fine, is that which doth contain a Grant, or Render back again from the Cognizee to the Cognizor; as of the Land itself, or of some Rent, Common, or other Thing out of it: Oftentimes limiting Remainders to Strangers,

gers, to the Fines pass'd, and sometimes with Reservation of Rent, Clause of Distress, and grant of the same over.

Fines are likewise divided into four Kinds, (viz.)

A Fine *sur Cognizance de Droit come ceo*, &c.

A Fine *sur Done, Grant and Render*.

A Fine *sur Concessit*.

A Fine *sur Cognizance de Droit tantum*.

A Fine *sur Cognizance de Droit come ceo*, &c. Single, is the principal, best, and surest Kind of Fine: It is said to be executed, because it doth, of its own Force, give present Possession (at least in Law) to the Cognizee, so that he needeth no Writ of *Habere facias seisinam*, or other Means, for the Execution thereof: For it doth admit the Possession of the Lands of which the Fine is levied, to pass by the Fine, so that the Cognizee may enter; and the Estate is thereby, in Law, in the Cognizee; that is, to such Uses as are declared in the Deed to lead the Uses thereof. Also this Fine is called a *Peoffment upon Record*, and doth imply in it the Livery and Seisin. *Pratt. Reg.* 148. *Bendl. Rep.*

134.

A Fine *sur Done, Graunt, and Render*, is that which is called a Double Fine, as is before observed, being in a Manner two Fines, (viz.) a Fine *sur Cognizance de Droit come ceo*, &c. and a Fine *sur concessit*, both formed into one; whereby the Cognizee, after a Release and Warranty made to him, by the Cognizor, of the Lands contained therein, doth grant and render back to the Cognizor, the Lands, &c. or some Part thereof; and, many Times, limiting thereby Remainders to Persons that are Strangers, and not named in the Writ of Covenant. This Fine

is

is partly executed, and partly Executory: If the Party be in Possession, it may be said to be executed, and need no Writ of *Seisin*; otherwise it is Executory. 3 Co. 38.

A Fine *Sur concessit*, is such a Fine where the Cognizor is seized of the Land contained therein, and the Cognizee hath no Freehold in it, but it passeth by the Fine. This Fine is said to be Executory, so that the Cognizees therein must enter, or have a Writ of *Habere facias seisinam* for the obtaining of the Possession, if the Parties to whom the Estate is limited, at the Time of levying such Fine, be not in Possession of the Thing granted.

A Fine *Sur Cognizance de Droit tantum*, is also said to be Executory, and much of the Nature of a Fine *Sur concessit*. It is used commonly to pass a Reversion, and then it is expressed by such Fine that the particular Estate is in another, and that the Cognizor willeth that the Cognizee shall have the Reversion, or that the Land shall remain to him, after the particular Estate spent.

And sometimes it is used by Tenant for Life, to make a Release, in the Nature of a Surrender, to him in Reversion, but not by the Word *Surrender*; for it is said, a particular Tenant, as for Life, cannot surrender his Term to him in Reversion, or Remainder, by Fine; but he may grant and release to him by Fine. 44 E. 3. 35. 3 Rep. 86. Dyer 216. Plewd. 268.

Also a Fine is either with Proclamations, or without Proclamations: That without Proclamations is termed a Fine at the Common Law, and is levied in such Manner as was used in 4 H. 7. 24. which still remains in such Force as they were at the Common Law, to discontinue the

Estate of the Cognizors, if they are executed. *Plow.* 265. *b.* *Dyer* 216. *p.* 54.

That with Proclamations is termed a Fine, according to the Statutes of 1 R. 3. 7. 4. H. 7. 24. 32 H. 8. 36. 31. *El. c. 2.* And these Fines are the best Sort, and most used; and such a Fine is every Fine (that is pleaded) intended to be, if it be not shewed what Fine it is. And if there be Error in the Proclamations, yet the Fine shall be taken as a good Fine at Common Law without Proclamation. *Jenk. Cent.* 6. *Case* 53. *Co. 2 Inst.* 519.

Almost any Kind of Contract may be made and expressed by a Fine, as may by a Deed; and therefore it may be so made, that one of the Parties shall have the Land and the other a Rent out of it; and that one shall have for one Time, and another for another Time: By a Fine also a Lease for Years, or a Jointure for a Wife, may be made; and by a Fine a Gift in Tail, and a Remainder over, may be limited and created: Also a Heriot may be reserved with Clause of Distress. 1 *Co. 76.*

If a Grant and Render in a Fine of Land be immediately, & *primo Gradu*, to one that is no Party to the Writ, this is not good; but meditately, or *in secundo Gradu*, such an one may take: As if two levy a Fine, and the Grant and Render back again is to one of them only; this is good enough. 2 *Co. Inst.* 514.

So if a Writ of Covenant be brought by *A.* against *B.* of the Manor of *C.* and *B.* levy a Fine to *A.* *Come ceo, &c.* In this Case, *A.* may grant or render the same to *B.* for Life, or for Tail, the Remainder to *D.* in Fee; and this is good, as in a Deed by way of Remainder. 2 *Inst.* 514. *Bro.* 111, 117, 118.

But no single Fine may be with a Remainder over to any other Person not contained in it; but it must be to the Conusee and his Heirs only, *Plowd.* 248. Nor can any Rent be reserved upon a Fine *Sur Cognizance de Droit come ceo, &c.* but upon a Fine of Grant and Render, and upon *Sur concessit* only; for if one levy a Fine *Sur Cognizance, &c.* rendering Rent, this Reservation is void. 50 *Ed.* 3. 9.

By the double Fine, or Fine with Render almost any Contracts about Lands may be made and drawn up in Form by a Fine of this Nature. See *West. Symb. part. 2. Perk. Sect. 169, Bra. Fines 108.*

Note. That the Render of a Rent (if any be) must be to one of the Parties to the Fine, and not to a Stranger. *Dyer 63. 2 Co. 39. in Lord Cromwell's Case.*

A Man may not reserve to himself a less Estate by way of Remainder than the Fee; as if *A.* levy a Fine of his Land to *B.* and *B.* regrant and render it to *A.* in Tail, the Remainder to himself for Life; this Remainder will be void. 14 *H. 4.* 34. 24 *E. 3.* 26. *Dyer 33, 34, 69.*

Tho' there may be a Distress, yet there may not be a Condition or Clause of Re-entry, for Non-payment of Rent, inserted into this kind of Contract and Concord, 44 *Ed.* 3. 22. 27 *H. 8.* 24. for then the Estate would be defeasible, which is contrary to the Nature of a Fine.

If *A.* levy a Fine to *B. Sur Cognizance de Droit come ceo, &c.* and *B.* by the same Concord doth grant and render the Land back again to *A.* for Life, without Impeachment of Waste, the Remainder to *C.* the Wife of *A.* for her Life, the Remainder to *A.* and his Heirs: This is a good

Estate of the Cognizors, if they are ex' be, and is
265. b. Dyer 216. p. 54.

That with Proclamations is t' Life, or Years,
cording to the Statutes of 1. See must acknow-
32 H. 8. 36. 31. El. c. 2. Right of the Lessor
best Sost, and most used is, and then the Lessor
Fine (that is pleader) the same back again to
not shewed what Cognizor in the Fine) refer-
Error in the Procl. use of Distress, &c. and this is
taken as a goo' common Devise for this Pur-
Proclamatio. the Lessor be Tenant in Tail, it
319. 519. end of Fine will not bind the Issue

Almost if A. Tenant in Tail, and B. do by
and knowledge the Land to be the Right of
the Stranger; and then the Stranger (that is, the
Cognizor) doth grant and render the Land a-
gain to B. for Life or Years, rendring Rent,
with Clause of Distress, &c. and then grant and
render the Reversion to the Tenant in Tail:
This will be a good Fine to bar the Issue in Tail
also, and will likewise pass the Rent and Re-
version to Tenant in Tail. Bro. Fines, 106, 118.
1 Co. 76. 6 Co. 33. Plowd. 435. Dyer 279. Peik.
Sess. 629.

No Averment of Uses by Proof of Witnessses,
shall be admitted against an Use expressed in
a Fine: But in Case where no Use is expressed
in a Fine, there other Uses than what the Law
will make upon the Fine (which is according
to Conscience) may be averred, and proved to
be agreed upon, and the Fine shall be to the U-
ses. 5 Rep. 26. 9 Co. 8. 2 H. 57.

A general Covenant shall direct the special
Uses of a Fine, and the special Operation there-
of according to the Intent of the Parties.
• Bish. 256.

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If the Conusee of a Fine, levied of Land, doth Money to the Conusor of the Fine, at the time of the Fine levied, and there is no Use declared, nor is it set forth to what Use it shall be applied; in this Case the Law will construe the Fine levied of these Lands, to the Use of the person to whom the Fine is levied.

If there be no Money paid by the Cognizor, nor any Use declared, it shall be to the use of the Cognizor that levied the Fine: For nothing appears, whereby it can be supposed, that the Parties had any Intention, that the Estate in the Lands should be altered by the Fine; but that the Fine was levied to corroborate the Title of the Cognizor. *Bendl. 134, 135. Stiles Pract. Reg. 147.*

More Acres of Land do not pass by a Fine than the Fine doth Name, albeit the Indenture to lead the Use of it speak of more Acres; for the Fine is the Foundation of the Estate, and the Estate riseth out of it. *Jenk. Cent. 6. Case 45.*

The Estates to be barred by a Fine, are either Estates by Common Law, or by Custom, as Copyhold; and those either in Fee-Simple, Fee-Tail, for Life, or Years. The Estates also of Tenants by *Elegit*, by Statute Merchant and Staple; and the Estates of a Guardian and Executors, that are to hold Lands 'till Debts and Legacies are paid. *5 Co. 123. Saffn's Case. 2 Cro. 60. Goldsb. 171.*

Also the Things wherewithal the Statutes of Fines extend, are Lands and Tenements only, not Rents, or other Profits, *a prendre* out of the Land; and therefore if a Fine be levied of a Rent, or Common of Pasture, and he that hath Right doth not make his Claim, this is no Bar. *2 Cro. 61.* So if I have Estates

vers out of the Land, or a Way over the Land, and the like. *Plowd.* 378. 5 Co. 124. *Bro. Fines* 123.

A Fine may be avoided, for good Cause, in many Cases; as by the Death of all or some of the Parties, before it be finished: By some Error in the suing of it out, and Prosecution of it: Or, by some Fraud, Deceit, or Covin, that hath been used in it.

And so it is sometimes avoidable by a Writ of Desceit, sometimes by a Writ of Error, and sometimes by Pleading.

If either of the Parties, Cognizors, die after the Cognizance, or Concord, and before the King's Silver be entred; this will avoid the Fine, and it cannot be made good: But if the King's Silver be entred in Paper, or upon the Back of the Writ of Covenant, (as the Use is) and the Party die after this, the Fine, for this, shall not be avoided, but may be finished. 1 *Co.* 469. *Dyer*, 220, 246, 220. 5 *Co. 29. Co. Lit.* 9. *Co. Inst.* 3. 511. *Bro. Fines*, 124. *Dyer*, 89. *Hob.* 330, 403, 404.

Where the Cognizor dies after the Cognizance made, the Writ of Covenant and *Dedimus Potestatem* being antedated, and the King's Silver paid, the Fine will be a good Fine. *Jenk. Cent.* 4. c. 28. 7. c. 3.

No Error, but such as is notorious, shall avoid a Fine.

If the Lands lie in divers Counties, and there be not several Writs of Covenant for every County; this will be Error. *Dyer* 227. 15 *Ed. 4.* 13.

If there want an Original, or if there be a Writ, and that doth bear Teste after the *Dedimus Potestatem*; or the *Dedimus Potestatem* be to

two,

two, and one alone taketh it ; this, it's said, is Error, for which the Fine may be reversed : But for the Teste of the Writ of Covenant, after the *Dedimus Petitionem*, this is amendable. *Latb. Rep.* 186.

But no Error may be alledged to reverse a Fine, where the Error is contrary to the Record or Certificate of the Justices.

Where Error is in the Proceedings of the Proclamations only, there they only shall be reversed, and the rest of the Fine shall stand good at the Common Law. *Hughes*, 938. c. 2, 3, 4.

An Infant may avoid a Fine by a Writ of Error, during his Minority ; but not afterwards. 2 *Co. 230. Dyer*, 201.

One may bar himself of this Writ of Error, by a Feoffment of the Land, or a Release of his Right to the Land, or by a Recovery, or by a Fine, and five Years past. *Cro. 69. 2 Co. 77. 1. 77. Co. 2 Inst. 518.*

And by making a Lease for Years, he may suspend it. *Owen Rep. 21. Stiles Rep. 246, &c.*

As a fraudulent Deed, or Conveyance, may be avoided for Fraud ; so a Fine may be avoided. If a Fine be gotten or obtained by any notorious Fraud, or Practice, it may, in some Cases, be avoided by a *Vacat*. See 3 *Cro. 417, 518, 531. Mo. c. 21. Plowd. 370.*

If a Lessee for Life, or Years, or a Copyholder, levy a Fine of Covin, on purpose to bar him in Reversion, or the Lord of his Inheritance, this may be avoided for Fraud. 3 *Rep. 78. 8 Co. 105.*

The Law is the same of a Fine suffered in Pursuit of an Usurious Contract, as by Fraud. 3 *Co. 18, 20, 45. 16 H. 7. 5. Jenk. Cent. 6. a 45. Stat. 13 & 27 El. Stiles 288.*

A Fine levied to deceive a Purchasor, or Creditor, may be void or voidable. 3 Co. 79.

Any one that hath an Estate in Possession, or Reversion, which will be barred by the Fine when 'tis levied, may make a Claim, or Entry, within five Years, to prevent the Bar of the Fine. And by Authority also, another Man may make a Claim, Entry, &c. in this Case, for him that hath Right. Mo. 457.

The avoiding of a Fine by one, defeats it against all, although their Right were bound before by their Non-Claim, which sets at large all other Rights above them. 16 Ed. 2. *Plowd.* 358. *Stow's Case.*

In a Writ of Right, all Covenants and Agreements of Fines ought regularly to be mentioned to bear Date before the Fine, because they lead the Uses of it.

And no Averment shall be received by Word, that the Assurance was to other Uses: But where an Indenture, or Covenant, subsequent, declare the Uses of an Assurance precedent, an Averment may be taken, that there were other Uses expressed and limited before, or at the Time of the Assurance, than are contained in the Indenture.

By Stat. 4 & 5 Anne, Covenants for declaring Uses of Fines are good, though made after the Time of the Fine levied.

Where there is a precedent Agreement, as a Feoffment, &c. made between the Parties to a Fine, there the Fine shall not pass any Thing, but only corroborate the Conveyance, and shall be guided by the precedent Agreement. Co. 10. 96. 2. *Lord Cromwell's Case.*

A Fine will bar all Claims that may be made by any Person which may derive his Right from the Person who levied it.

A Fine levied by Tenant in Tail, is a Bar to him and his Issues; but not those in Reversion, or Remainder, who may enter within five Years after their Titles accrued. *Co. 9. 140, 142.*

A Stranger having no Right, entering upon an Estate, and putting the Owner out of Possession, may levy a Fine, with Proclamations to bar him; and if the Owner do not make his Claim within five Years, he is barred for ever. *Co. 3. 79.*

All Claimers must have a present Right; so that if Tenant in Tail, &c. die without Issue, having levied a Fine, he in Remainder shall have five Years Time to claim, after the Death of the Tenant in Tail, and not compute from the Time of levying the Fine. *Plow. 374. 11 H. 8. 7. Co. 3. 87. 84. Dyer 3.*

If the first Issue in Tail neglect the five Years, by which he is barable by the Fine, his Issue shall not have other five Years; for if the Issue be once barable by the Fine, the Tail thereby is bound for ever. *Br. Fines 109.*

If a Fine be levied to a Feme Covert, she needs not to be examined, (as she must where she and her Husband levy a Fine to others) because she taketh by the Fine; and if she had any better Estate before the Fine, the Fine shall not conclude her to claim it. *3 H. 6. 42. 41 E. 3. 7. 50 E. 3. 9. 24 E. 3. 62.*

Husband and Wife Donees in special Tail, the Husband levied a Fine of the Lands; in this Case it was holden, If the Proclamations pass in his Life-Time; or before the Wife, by her Entry had avoided the Fine, the Issue should be barred;

barred; otherwise if the Husband had died before Proclamation had passed. *Leon. 4 part, n. 41.*

It was agreed by the Court, That if a Man make a Jointure by Deed unto his Wife, during the Coverture, and afterwards of this same Land, the Husband and Wife do levy a Fine; yet clearly this shall be no Bar to her from bringing her Writ of Dower, but that she may well have this after the Death of her Husband. *Bulstrode 1 part, f. 173.* But *contra* of a Jointure made before Marriage.

If a Man Covenant with another, That in Consideration of a Marriage to be had between the Son of the Covenantor and Daughter of the Covenantee, that he, before such a Day, would levy a Fine, which should be to the Uses of the said Son and Daughter in Tail, for her Jointure: The Fine is levied accordingly to the Uses aforesaid; but in the Fine, no Mention is made of any Marriage had: The Covenantor dies; and the Court was of Opinion, That notwithstanding the Marriage not accomplished, yet the Estate Tail was well enough executed in the Son and Daughter, for the Fine, without any Consideration, doth carry the Uses; but without a Fine, such a Consideration would not raise such an Use without the Accomplishment of the Marriage; for the Consideration executed ought to produce the Use; but in this Case, the Uses are perfected by the Fine. *Leon. 1 part, n. 188. Stephens's Case.*

In the 31 *Eliz.* in *B. R.* between *Charnock* and *Wrotbey*, the Case was: Husband and Wife levied a Fine of the Wife's Land, and after, because the Wife was within Age, they brought a Writ of Error to reverse the Fine: The Question was,

was, If this Fine should be reversed as to the Wife only, or against the Husband? And after a long Debate, it was resolved, That it should be against both Husband and Wife, for it is intire, and cannot be affirmed in Part, and disaffirmed in another Part. *Owen, f. 21. Wright's Case.*

A Fine levied by a Woman that is Feme Covert of her own Lands, wherein she hath a Fee-Simple, is an Estoppel against her and her Heirs, if her Husband avoid it not, by Entry or otherwise, as he may during the Wife's Life, and after her Death during his own Life, if he be Tenant by the Courtesy. *17 E. 3. 52, & 78. 17 Aff. 17. 7 H. 4. 23.*

If the Husband and Wife levy a Fine of Lands, whereof they are seized in the Right of the Wife, and the Husband solely declares the Use of the Fine: This Declaration shall bind the Wife, if her Disaffent do not appear, altho' her Assent to the Limitation of the Uses do not appear; for it shall be intended, (if the contrary do not appear) that she joined with him also in the Declaration of the Uses of the Fine: But if the Husband declare one Use, and the Wife another Use, they are both void; and if a Fine be reversed by Nonage of the Wife, all the Estate shall be restored to the Wife presently, for all the Estate passed from her by the Fine. Adjudged in *B.R.* in *Worsey's Case.* *Co. lib. 2. f. 56. Beckwith's Case.*

A Fine levied in Pursuance of a Covenant for further Assurance, which contains more Land than is conveyed, shall be to the Use of the Conisor, as to the Surplusage. *Rolls 1 part, f. 103. 117. Wilson versus Welb.*

A Man maketh a Lease for Years, to commence after the End or Determination of a former Lease *in esse*. The first Lease endeth, the second Lessee doth not enter, but he in Reversion entreth and maketh a Feoffment, and levith a Fine with Proclamations, and five Years pass without Entry or Claim of the second Lessee. If this Fine be a Bar, was the Question: And it was resolved to be a Bar; for the Stat. of 4 H. 7. c. 24. speaketh of Interests, and a Lease for Years is an Interest within the Statute. *Co. lib. 5. f. 123. Saffyn's Case*; and *Co. 2 part, f. 60, 61, &c.*

A Mortgagee entring upon an Estate on Non-payment of the Money lent at the Time limited, and passing a Fine: The Mortgagor sending the Money due, shall have five Years Time after to enter, and avoid being barred by the Fine.

A Recovery passed in like Manner will not hinder the Claim of the Mortgagor, who on Payment of the Money hinders the Bar of the Recovery.

Of Common Recoveries.

A Common Recovery is *Fictio Juris*, a formal Act by Consent, used where a Man is desirous to cut off an Estate Tail, &c. in Lands or Tenements, to the End he may sell, give, or bequeath it as he thinks fit, for the Assurance of them that shall after have the Land: For the End and Effect of a Common Recovery is to discontinue and destroy Estates, Remainders and Reversions, and to bar the former Owners thereof. *West. par. 2. Symb. sect. 1.*

These Common Recoveries are founded upon a Writ of *Entry en le poft*, &c.

In the Form of this Recovery, the Parties do agree. That one who is called the Demandant, shall bring an Action real (as if he had good Right) against the Tenant of the Freehold of the Lands, as though he had no Right of Entry to the same, but after Disseisin, which one *Hngb Hunt* had unjustly made to the Demandant, &c. Then the Tenant calls to warrant to him the Lands, F.C. J.W. (or other the common Vouchee) which Vouchee is supposed to appear in Court, and warrant the Lands to the Tenant (or Defendant :) And then the Plaintiff or Demandant claims the Lands against the common Vouchee.

Hereupon the common Vouchee is supposed to appear and defend his Right, and pleads that *Hngb Hunt* did not disseise the Plaintiff or Demandant, as by his Declaration he supposes ; and puts himself upon the Country to try it. Whereupon the Demandant prays a Day to imparl, or speak to the Plea : And a Day being given, the Demandant is supposed to come again into Court in proper Person, and the common Vouchee then is supposed to make Default, and withdraw in Contempt of the Court ; and thereupon Judgment is entered, That the Demandant, against whom there is no Defence, shall recover the Land against him that he sued, (who is called the Tenant) and the Tenant is to have Judgment against the common Vouchee, &c. And by this Device, grounded upon the strict Principles of Law, the first Tenant loseth the Land, and hath nothing in it ; but it is by his own Agreement, and for the Assurance of him that buys the Land.

And

And so it is if it be with double or treble Vouchers: As in double, the Tenant calleth to Warranty the first Vouchee, who warranteth and calleth the second or common Vouchee, who pleads to the Country, and after Impariment and Return of the Demandant, makes Default; and then Judgment is given for the Demandant against the Tenant, for the Tenant to recover in Value of the first Vouchee, and the first to recover in Value of the second or common Vouchee. And it is in like Manner with treble Vouchers, &c.

A Fine will bar the Heirs in Tail, but not the Remainders or the Reversions; but these Recoveries bar them all. The Intent of a Common Recovery with single Voucher, is to bar the Tenant and his Heirs of such Estate Tail only, which then is in him, to destroy the Estates which others have of any Reversion expectant or Remainder dependant upon the same, and of all Leases and Incumbrances derived out of such Reversions or Remainders.

In a double Voucher, there are three Recoveries mentioned; one for the Demandant against the Tenant; another for the Tenant against the Voucher; and the last for the first Voucher against the second or common Vouchee: And by this Recovery with a double Voucher, it is intended to bar the first Voucher and his Heirs of every such Estate, as at any Time was in the same Voucher, or any of his Ancestors, (whose Heir he is) of such Estate; and all other Persons of such Right to a Reversion or Remainder, and will be also a perpetual Bar of such Estate whereof the Tenant was then seized in Reversion or Remainder, expectant or dependant upon the same.

In

In a Recovery with treble Voucher, are included four Recoveries; the first, by the Demandant against the Tenant; the second, by the Tenant against the first Vouchee; the third, by the first against the second; and the fourth, by the second against the common Vouchee. The Scope and Intent of this treble Voucher, is to make a perpetual Bar of the Estates of the Tenant, and of every such Estate of Inheritance, as at any time had been in the first or second Vouchee, or any of them, or either of their Ancestors, whose Heirs he or they are of such Estate, and as well of every Reversion thereupon dependant; as also of all Leases, Estates, Charges and Incumbrances, derived out of any such Reversion or Remainder.

As Fines and Recoveries are a Bar, and dock the Estates aforesaid; so by Indentures to lead the Uses thereof, new Estates and Intails are limited and created, subject to further Fines and Recoveries; *Et sic ad infinitum.*

In the suing forth a Writ of Entry, is to be observed;

First, The Demandant, who is Plaintiff in the Writ, and properly called the *Recoveror*.

Secondly, The Tenant of the Land, who is Defendant to the Writ of Entry, against whom the Land is to be recovered, and therefore properly called the *Recoverree*.

Thirdly, The Vouchee being the Person whom the Tenant calls, to warrant to him the Lands demanded.

Fourthly, The Land itself which is to be recovered, and which must be carefully and regularly named and placed.

If a Recovery be intended with a single Voucher, the *Precept* must be brought against the Tenant

Tenant in Tail in Possession, and he to vouch the common Vouchee. But if your Recovery be intended with a double Voucher, you must either by Fine, Feoffment, Bargain and Sale intitled, or Lease and Release, make him you intend to be so, Tenant at the Time of the Writ of Entry brought; for every Writ of Entry must always be brought against him that is a perfect Tenant of the Freehold of the Land demanded at the Return of the Writ, 18 R 2. and *Dyer*, fo. 25 2. because the Estate of the Tenant in Tail (who is the first Vouchee) is barred in respect of the supposed Recompence adjudged over against the common Vouchee: For in strict Law, the Recompence adjudged over is to go in Succession of the Estate, as the Land lost should have done, and then it were not Reason to allow the Heir Liberty to keep the Land, and also to have a Recompence in Value; therefore he loseth the Land, and is to trust to the Recompence. *Dyer* 25 2. 1 Co. 4 2. 3 Co. 6. But yet in this feigned Recovery, the Recompence is but imaginary, and no such Thing really in the Case.

If a Tenant have but an Estate for Life, or be Tenant in Dower, or by the Courtesy of England, it is requisite for the strengthening of a Recovery, and saving his Estate, that he make a conditional Surrender of it to him in the Reversion or Remainder, to the End he may be a present Tenant of the Inheritance; and then to bring the Writ of Entry against him; and after that Recovery is executed, the particular Tenant for Breach of the Condition may enter and enjoy his Term, notwithstanding such Surrender.

This

This Common Recovery is much of the Nature of a Fine, but better, in regard it bars Remainders and Reversions. Upon a Recovery an Use may be averred, as well as upon a Fine; and a Recovery may be avoided, if suffered by Covin to deceive Purchasers, or on any usurious Contract, as any other fraudulent Conveyance. It hath great Favour from the Law, many of the Inheritances of the Kingdom depending upon this Assurance; and no Error, except it be a notorious and gross Error in it, will make it voidable; for that it is done by Consent, and doth suppose a Recompence in Value to all Persons that lost the Estates.

The same Rules for the most Part are to be observed and followed, for the guiding and directing of the Uses of a Recovery, as are observed for the Guidance and Direction of the Uses of a Fine: And whosoever may suffer a Recovery, may declare the Uses of it. 10 Co. 42.

A Recovery with single Voucher, cannot be a Bar of an Estate Tail, to which he that suffers the Recovery, has only a Right at the Time of the Recovery suffered. 3 Cro. 826.

A Stranger that hath Right to the Land at the Time of the Recovery suffered, is not barred at all by the Recovery, or by his Latches of Non-claim, &c. as in the Case of a Fine. 3 Co. 5.

And he that is in an Estate in Possession, by Title above the Recovery, shall not be bound by the Recovery. 1 Co. 96. a.

If Tenant for Life, and he in Remainder in Tail suffer a Common Recovery, and both voucher the common Vouchee; this is held to be no good Recovery to bar the Issue in Tail; 1 Co. Mar-

quis of *Winchester's Case*: For he in Remainder was not Tenant to the Precipe, being not in Possession.

But if there be Tenant for Life, the Remainder in Tail, the Reversion or Remainder in Fee, and the Tenant for Life is impleaded by Agreement, and he touch the Tenant in Tail, and he touch over the common Recovery, this will bar the Reversion or Remainder in Fee, altho' he in the Reversion or Remainder did never absent to the Recovery.

So if the Tenant for Life surrender to him in Remainder in Tail, he may suffer a Recovery, and bar the Estate Tail. *Co. Lit. 362.*

If Land is settled or conveyed by a Husband, or any of his Ancestors, to the Wife for her Life, and to her and her Husband, and their Issue in Tail, for the Jointure of the Wife, and after the Husband's Death, the Wife alone, or she and an after Husband, shall suffer a common Recovery of the Land, this shall be esteemed fraudulent and void by the Stat. of 11 H. 7. cap. 20. But the Heir in Tail, or the Heir and his Mother together, may suffer a Recovery, and be a good Bar.

If Lands are given to Husband and Wife, and the Heirs of the Body of the Husband, the Remainder over, and the Husband alone suffer a common Recovery, this is no Bar to the Remainder. *3 Co. 5.*

But if the Husband be Tenant in Tail, the Remainder to the Wife in Tail, and he suffer a Recovery of the Land, by this she is barred.

A married Woman joining with her Husband in suffering a Recovery, will bind her and all others; and an Infant appearing by Guardian suffering

suffering a Recovery to pass, will bind him and all others.

A Feme Covert ought to be examined in private, when she suffers a common Recovery, as well as when she levies a Fine. *Siderfin Reg. 1 part, f. 11; 61*.

Incongruous Latin, Rasure, Interlining, Miswriting, of any Warrant of Attorney, Misreturning, or not Returning of the Sheriff, or other Want of Form in Words, and not in Matter of Substance, will not make void the Recovery. *23 Eliz. c. 3. 21 H. 8. c. 15. Co. Lit. 464 104. Floud. 515. Dyer 249. 3 Co. 78. 5 Co. 40.*

But a Recovery may be avoided, for that he, that hath the Estate and Right, is either Party nor privy to the Recovery. As where it is brought against a Disposer, and he vouches one that hath nothing in the Land: Or where that Recovery is had against the Husband alone, of the Land whereunto his Wife hath Title of Dower.

And sometimes it may be avoided by pleading and setting forth the special Matter: As, where the Recovery is by Covin against the Tenant for Life; or for that he, against whom the Writ is brought, is no Tenant to the Freehold.

Also the Issue in Tail against a common Recovery had by the Ancestor, may say, That he was not the Tenant to the Precept, nor seized of an Estate *Tail tempore Brevis*; and this is a good Bar. *3 Co. 11.*

If an erroneous Recovery be suffered by Tenant in Tail; in this Case his Issues, or if they fail, the next in Remainder or Reversion, shall defeat it.

The Wife may avoid a Recovery suffered by her Husband alone, as to her Title of Dower only, and no further.

So he in Reversion or Remainder may falsify and avoid a Recovery suffered by the Tenant for Life, either in the Life-time of the Tenant or afterwards, to which he was not privy.

The Recoveror himself may not falsify a Recovery, nor a Guardian or Tenant of a Manor: But a Tenant for Years may avoid a feigned Recovery had against him in Reversion, and shall retain and enjoy his Term against the Recoveror, his Heirs and Assigns, according to his Lease, by the Stat. 21 H. 8. 15.

No Statute Staple, Merchant or Execution, by Elegit may be avoided by a feigned Recovery: But such Tenants shall have like Remedy to falsify such a Recovery, as the Lessee for Years may have. 21 H. 8. cap. 15. Co. 2 Inst. 321, 322. 1 Cro. 284.

But in these Cases, they must avoid it during their particular Estates, and not afterwards.

If Land be recovered against a Stranger only, Tenant in Tail shall avoid it. But a Stranger shall never take Advantage of a Recovery, if it be well paſ'd, or erroneous. Jenk. Cent. 8. Cas. 32.

Sometimes Recoveries may be avoided by Entry, as well as by Writ of Error and Pleading. And note, That most Errors in a common Recovery, are amendable by the Court the first Term after the Recovery is had: But for all this, see 1 Co. 105, 188. 6 Co. 7. 8 Co. 162. 2 Bulſt. 14. Goldſ. 181. Bridgm. 71. Owen 68:

A common Recovery suffered by one that hath a Fee-Simple of Land, will bind him that suffers it, his Heirs, and all others. But a Recovery by Spiritual Persons, as Bishops, Deans, Parson,

Parsons, &c. of their Spiritual Lands, shall not bind their Successors. 32 H. 8. c. 28, &c.

If a Mortgagee suffer a Recovery, this will not bind the Mortgagor; but if the Mortgagor be a Party to the Recovery, the Recovery will be good. 2 Cro. 592, 593.

A Recovery suffered by Tenant in Tail, after he hath made a Lease of the Land, or entred into a Statute will make the Lease or Charge, that before was voidable, good against the Issue in Tail, and him in Remainder or Reversion; and the Recoveror shall also hold it charged, and subject to the Lease made by Tenant in Tail. 1 Co. 25.

44 E. 3. 22.

It is a Rule, That where the Estate Tail in Possession is not barred by a Recovery, there the Estate in Reversion or Remainder is not barred neither: And where the Estate Tail in Possession is barred by the Recovery, all the Remainders and Recoveries, Conditions, Charges, Incumbrances and Estates depending upon it are barred also; except in some special Cases, where the Reversion or Remainder is in the King.

A Recovery was held clearly good, altho' a Stranger, that had nothing in the Land, was made Tenant to the *Precipe*, with the Tenant in Tail; for the Recompence in Value shall go to him that lost the Estate, and being a common Assurance, it shall be favourably expounded.

1 Vent. 358.

If he in the Reversion suffers a Recovery to divers Uses, his Heir cannot plead that his Father had nothing in the Land at the Time of the Recovery; for he is estopped to say he was not Tenant to the *Precipe*, and it was agreed that it was a good Recovery against him by *Estoppe*. Golds. 141. 4 Leon. 238. Cro. Eliz. 21.

Tenant for Life, the Remainder to his eldest Son in Tail, Remainder to the youngest Son in Tail, a joint *Precepe* is brought against the Father and eldest Son; and they suffer a common Recovery by common Voucher; this Recovery shall not bar the Remainder to the second Son. *Cro. El. pag. 670. Lach and Cole.*

A Rent reserved upon a Gift in Tail, is not barred by a Recovery, but remains as a collateral Charge upon the Land distrainable of common Right: But if there had been a Condition of Re-entry, this had been barred. *3 Co. White and Gerish.*

A common Recovery is not good, where the Vouchee is within Age, and appears by Attorney, and not by Guardian; and being dead, they in Remainder may bring Error and good, for it shall not be tried by Inspection. *Cro. El. f. 739. pl. 13. Holland versus Damitzay.*

And an Infant that suffers a Recovery may not avoid it by Entry, but must avoid it by Writ of Error. *Stiles Rep. 246.*

If a common Recovery be erroneous, and after a Fine is levied, this will bar the Error. *Rolls 1 part, 30. Holland versus Lee.*

A common Recovery against an Infant, is taken but as a common Assurance, upon which an Use may be averred, and a Forfeiture of an Estate for Life; and this not to bind or hurt him. *Bulst. 2 part, f. 235.*

Tenant for Life, Remainder in Tail: He in Remainder lets for Years, to begin after the Death of the Tenant for Life; the Tenant for Life afterwards suffers a Recovery, with Voucher of him in Remainder in Tail, and dies: Whether this Lease was destroyed and gone was the Question: And all the Justices held, it was not; but

that

that the Lessee might well satisfy the Recovery by the Common Law, and also by the Statutes. But if the Tenant in Tail, who had the Inheritance, had suffered a common Recovery, that should have destroyed all the Remainders and Reversions thereupon depending, and all the Estates derived out of such a Remainder. But Tenant for Life hath not any such Power; and the Recovery is against Tenant for Life, with the Voucher of Tenant in Tail. And it would be very inconvenient, if by such Recoveries of Reversions, Leases for Years should be destroyed.

Co. 1 part, f. 718. Pledgard versus Lake.

Father Tenant for Life, Remainder to his Son in Tail; a *Preceipe* was brought against the Father, who poucheth his Son; and a common Recovery had, and the Indenture reciting, that this Recovery was made between the Father and others: But seeing there was no Proof of the Son's Consent to this Declaration of the Uses, nor was he Party to the Indenture, the Court directed the Jury to find the Uses accordingly, and the Estate which they had at the Time of the Recovery. So they agreed, That if two joint-tenants suffer a Recovery, and one declare the Uses of the whole: This shall not bind but for a Moiety, unless the Consent of the other be proved; and therefore 'twas concluded, that if several Parties join in a common Recovery, and one of them alone declare the Uses, the other Parties shall not be bound by it. *Laches Rep. f. 82 Argal versus Chenev.*

Tenant in Tail after Possibility of Issue extinct, Tenant by the Courtesy, or for Life, suffering a Recovery by Covin and Agreement, without the Assent, and to the Prejudice of him in Remainder or Reversion; such Recoveries

are void, and will not bar those in Reversion or Remainder, but are Forfeitures of the Estates of such Tenants for Life. But if the next in Remainder doth vouch the common Vouchee, it is a good Recovery, and will bar the Estate Tail, and the Remainders and Reversions also. *Shepherd's Touchstone*, p. 43, 44.

A Recovery may be avoided for gross and substantial Error, or for that he against whom 'tis brought is not Tenant of the Freehold by Right or Wrong at the Time of the Writ brought; or for that the Party that hath the Estate, is neither Party nor Privy to the Recovery; or when 'tis had by Covin in Tenant for Life, to disinherit him in Reversion, &c. And it must be vacated by him who is bound and barred by the Recovery. Stat. 23 Eliz. cap. 3. Co. 5. 40. 21 H. 8. c. 15. Co. Lit. 46, 104. Co. 3. 78. Dyer 249. *Plow. 515.*

Descent, Fee-Simple, Fee-Tail, Reversions, Remainders, &c.

Descent.

Descent is where a Man having Land of Inheritance dieth, not making any Disposition thereof, but leaveth it to go as the Law appointeth; and the Law appointeth that it be cast upon the Heir, which is called a Descent in Law.

And Descent is either Lineal, or Collateral; Lineal Descent is conveyed downward in a right Line, from the Grandfather to the Father, and from the Father to the Son, and from the Son to the Nephew, &c.

Collateral Descent is springing out of the Side of the whole Blood, as Grandfather's Brother, Father's Brother, &c.

And

And as Lands descend to the worthiest of Blood; the elder Brother, and all his Posterity, shall inherit before the Younger, or any of his; and all the Females, of the Part of the Father, before any of the Males on the Part of the Mother.

A Line is Threefold, as Ascending, Descending, and Collateral; Ascending to the Father; Descending to the Son; and Collateral for want of Issue to the next of Kin.

And an Estate of Inheritance, *To a Man and his Heirs for ever*, doth always descend, for it may not lineally ascend from the Son (which purchaseth in Fee, and dieth) to his Father, but descendeth to his Uncle, or Brother, and to his Heirs, which is the next of the whole Blood; for the Half-Blood shall not Inherit, but the most worthy of Blood; and of the Blood of the Father before the Mother, and of the elder Brother before the other, as is before observed, if born within Espousals, *Noy's Max. p. 22.*

If a Father purchase Land, and it descendeth to the Son, who entereth and dieth without Heirs of the Father's Part, then the Land shall descend to the Heirs of the Mother of the Father, or of the Father of the Father, as the Heirs may be, and not to the Heirs of the Mother of the Son; for although they are more near of Blood to him that was last seized, yet they are not of the Blood of the first Purchaser. *Noy's Max. p. 23.*

A Man seized of Lands and Tenements, *To bold to him, and his Heirs for ever*, has the best Inheritance he can have; and he may sell or grant those Lands; but if he die without disposing of the same, they descend to his Heir of the whole Blood; *ut supra, &c. Idem, p. 20.*

Fee Simple

Fee-Simple. } Fee-Simple is such an Estate last mentioned,
Heirs, &c. } (viz.) an Estate to one, and his Heirs for ever.
Therefore he that maketh a Lease for Life to
one, or a Gift in Tail, may appoint a Remain-
der after that Estate to another for Life, or in
Tail, and a third in Fee Simple; but after a
Fee-Simple he can alway no further Estate. Co.
Lip. fo. 112, 113. Bract. Tit. Dots and Remain-
der, fo. 123 5. Glouc. Lib. 17. r. 1.

If an Estate be granted to a Man, *To hold to
him for ever*; this makes but an Estate for Life,
for want of the Words *His Heirs*. 1 Inst. 9.

If a Tenant in Fee-Simple die, his first, and
other Sons, and their Sons, shall be Heirs; but if
he have no Son, all his Daughters shall be Heirs,
as Purchasers.

It was anciently holden, That a Man seiz'd
of Land in Fee Simple, could not dispose there-
of; but in Frank marriage, or *Frankelmoign*, &c.
But at this Day, every lawful Subject, having
Land in Fee-Simple, by Purchase or Descent,
may dispose thereof at his Pleasure, by Act ex-
ecuted in his Life, or by Will, without the Con-
sent of any other.

A Father is nearer of Blood to the Son than the
Uncle: But the Uncle shall be Heir to the Son
purchasing Land in Fee, and dying without Is-
sue, the Issue of the Father, born afterwards,
may put out the Uncle.

So if a Sister inherit her Brother, and the Fa-
ther have afterwards Issue a Son, he shall enter
into the Land, as Heir to his Brother.

The elder Brother is Heir to the middle Bro-
ther purchasing Land, and dying without Issue.

A Brother by a second Venter may, not be
Heir to his Brother by the first Venter, but to
his Father he may; so that if the Brother, by
the

the first Venter inherit the Father, and die without an actual Seisin; the Brother by the second Venter may enter as Heir to his Father.

It is a Maxim, That whensoever Lands come from the Part of the Mother, the Heirs of the Part of the Father shall never inherit; and when Lands descend from the Part of the Father, the Heirs of the Part of the Mother shall never inherit: And if there be no Heirs on such Parts, the Lands shall Escheat. *Co. Law. Part 1. L. 1. p. 13.* But it is otherwise in case of Purchase.

Escheat is, where the Owner of the Land dieth in Possession without Child, or other Heir; then the Land, for want of an Heir, is said to Escheat to the Lord of whom 'tis holden.

The Want of Heir happeneth principally in two Cases, the one where the Owner of the Land is a Bastard; the other, where the Owner is attainted of Treason, or Felony; for a Bastard cannot have an Heir, unless he be his own Child; and a Man attainted of Treason, or Felony, cannot have any Heir, though he be his own Child. *Magn. Chart. 31. Fitz. N. B. fo.*

143.

No Bastard can be Heir to any Man, neither can an Alien be Heir to any, unless naturalized by Act of Parliament.

It is said, that those of Collateral Blood may inherit one another, notwithstanding Attainder of their Ancestor; but Lineal Blood is corrupted, and cannot: And that a Son born before Attainder of the Father, can be no Heir, but a Son born after Pardon of the Father may, if the eldest Son die, in the Life-Time of the Father.

Heir

Heir apparent is the eldest Son in the Life of the Father; and no Heir to Lands, coming by the Father, may inherit them until his Father's Death, but he may inherit those coming from an Ancestor of the Mother being dead, even in the Life of the Mother.

Outlaws in Debt, Hereticks Convict, Persons Excommunicate, or attainted of *Premunire*, Idiots, &c. may be Heirs. A Child born in second Marriage, within nine Months after the first Husband's Death, may be Heir to the first, or second Husband, which he pleases: And a Child born after Marriage, though never so soon or late, shall be Heir to claim and have the Estate.

Fee-Tail.

Fee-Tail is where one is seized of Lands to him and his Heirs with Limitation, (*viz.*) To a Man, and to the Heirs of his Body begotten.

And is either General, or Special: Fee-Tail General is where Land is given to a Man, and the Heirs of his Body, not naming upon what Woman to be begotten; therefore the Issue of any Wife may inherit the Land.

Special is, when it is certainly set down of whom the Issue shall come; as when Lands are given to a Man and his Wife, and the Heirs of their two Bodies; when only the Issue of that Wife may inherit the Land.

This Word [*Body*] making the Tail, may be restrained to Males or Females; and these Entails are now usually created by Settlements upon Marriage, for the Benefit of the Posterity; and they have these two Privileges, (*viz.*) Not to be forfeited for Felonies, nor extended for Debt after the Parties Death, except the Tail be cut off, by Fine or Recovery.

If a Man give Lands or Tenements to Husband and Wife, and to the Heirs of the Body of the Husband, the Husband hath an Estate in Tail, and the Wife only for Life: And if it were made to the Heirs begotten on the Body of the Wife, she has the same Benefit.

If Lands be given to a Man, and his Heirs, which he shall beget on the Body of his Wife, the Husband hath a Special Tail, and the Wife hath nothing.

Lands given to a Man, and to the Heirs of his late Wife begotten, is a good Entail, though the Wife be dead at the Time of making the Gift.

Tenant in Tail can make no greater Estate than for his own Life; and if Tenant in Tail make a Feoffment in Fee, this drives the Issue in Tail to his *Formedon*: And if Tenant in Tail chargeth the Land by Statute or Recognizance, and dies, it shall be void against the Issue.

Tenant in Fee-Tail of an Estate, cannot make a Lease in Reversion, which would be a Wrong to him in the Remainder; but for twenty one Years, or three Lives, in Possession he may, reserving the ancient Rent; and not inferring without Impeachment of Waste, &c.

Lands given to a Man, and his Heirs, Males or Females, is a Fee-Simple, because it is not mention'd of whose Body the Issue shall come.

The most restrained Estate-Tail, is that to one and his Wife, and one Heir of their Bodies, and to one of the Body of that Heir.

A Remainder is an Estate limited to com-
mence after the Determination of a partic-
ular Estate; or, it is the Remainder of an
Estate at the same Time appointed over, and
must be grounded upon some particular Estate
given

given before, granted for Years or Life, &c.
Noy's Max. 21.

And ought to begin in Possession, when the particular Estate endeth.

No Remainder can be made of a Chattel personal, neither can a Reihainder depend on a Matter ~~or~~ post facto, to be done *in futuro*; therefore a Limitation upon an Estate Tail, that if the Tenant in Tail sell, then the Land to remain to another, is void.

And in every Remainder, five Things are requisite.

First, That it depend upon some particular Estate.

Secondly, That it pass out of the Grantor, Donor, or Lessor, at the Time of the Creation of the particular Estate, wherom it must depend.

Thirdly, That it vest during the particular Estate, op at the instant Time of the Determination thereof.

Fourthly, That when a particular Estate is created, there be a Remainder of an Estate left to the Donor, to be given by Way of Remainder.

Fifthly, That the Person to whom the Remainder is limited, be either capable at the Time of the Limitation therent, or else be thereof capable during the particular Estate.

Where the particular Estate is determined by Alienation, the contingent Remainder depending upon it is destroy'd: And in Cases where the particular Estate is drown'd in the Reversion, the contingent Remainder is gone. *2. Sound.*

383. *Reversion.*

Now a Reversion is the Residue of an Estate left in the Grantor after some particular Estate granted out: As if a Man grant Lands for Life, Years,

Years, &c. without further granting the Reversion, the Fee-Simple is in the Lessor.

Also it commenceth after a Remainder. As when he in Fee-Simple leaseth for Life to him, or in Tail, he may appoint a Remainder after that Estate, and a third in Fee-Simple: But if he doth not dispose of the Fee-Simple by Way of Remainder, when he maketh the Gift for Life, or in Tail, then the Fee-Simple returneth in himself as a Reversion.

If Tenant in Tail of a Reversion, bargain and sell it, nothing passes but for the Life of Tenant in Tail. But if one have Reversion in Fee expectant on a Lease for Years, he may make a Bargain and Sale of this Reversion for one Year, and after, by Release, grant the Reversion in Fee.

Tenant after Possibility of Issue ~~extinct~~ is Tenancy. where Lands are giveth to two in Special Tail, and either of the Donees die without Issue, the Survivor hath the Lands during Life, and such Tenant shall not be punishable for Waste, for the Inheritance which was once in him.

If Husband and Wife Donees, have Issue, and the Issue die without Issue, so that there is not any Issue alive which may inherit by force of the Entail, the Survivor hath an Estate in Tail after Possibility, &c.

Tenant by the Courtesy is, where a Man marries a Woman seized of an Estate of Inheritance, and hath Issue of her, born alive, which possibly might inherit as Heir to her of such Estate, he shall hold the Land during his Life, by the Courtesy of England.

Though the Child must be born alive to erect a Tenancy by Courtesy upon, yet it is not requisite that the Issue be alive when the Land descends

Dower. scends, or comes to the Woman: And this Tenancy by Courtesy is consummate by the Wife's Death.

Tenant in Dower, is where a Man is seized of such an Inheritance, that the Issue which he may have by his Wife, may by any Possibility inherit as Heir to him of such Estate, she shall be endowed of the third Part, whether she had Issue by him or not.

And this Dower is provided by the Common Law, for the Support and Maintenance of the Wife after the Death of the Husband, where no other Provision is made for her by the Husband, as a Settlement or Jointure.

But no Dower is allowed of Lands held in Trust; nor of Land held in Jointenancy by the Husband, for that goes to the Survivor.

Lands aliened by the Husband before his Death, though he does not die seized, if Proof be made that he was once seized during the Coverture, the Wife shall have Dower.

If a Woman have a Jointure settled on her before Marriage, she shall have no Dower, unless she be expulsed of any Part of the Lands so settled in Jointure, and then she may for such Part from which she is debarred; but if there be no Jointure, she shall be endowed of a third Part of all Sorts of Inheritances of her Husband.

The Wife of an outlawed Person, or one attainted of Felony, &c. may be endowed; but not of one attainted of Treason. And if a Woman is attainted of Treason, or Felony; or the Wife elope from her Husband, and live with the Adulterer, without being reconciled to her Husband, she shall forfeit her Dower.

Of Lease and Release.

A Release, is the giving or discharging of the Right or Action which a Man hath, or may have or claim, against another Man; but to our Purpose here, it is a Conveyance of a Man's Interest or Right which he hath in a Thing, to another that hath the Possession thereof: And it is a common Course in passing Land by Lease and Release, first to make a Bargain and Sale for the Term of one Year, to the Intent, that by Virtue thereof the Lessee may be in the actual Possession of the Lands intended to be released; and thereby, and by Force of the Statute of 27 H: 8. for transferring Uses into Possession, be enabled to take a Grant and Release of the Reversion and Inheritance of the said Lands, to him and his Heirs for ever.

And some of these Deeds of Release do transfer Estates; some of them abridge; and some of them do enlarge; sometimes they transfer a bare and naked Right; and sometimes they transfer a Right accompany'd with some Estate or Interest; sometimes they discharge Actions only; and these Actions so discharged are either in the Reality, or the Personality, and sometimes in both.

Lands may be given and passed by way of Release; Rights and Titles to Lands or Goods may be barred or discharged by Release; and a Right to a Freehold, or Inheritance, may be released either to the Tenant of the Freehold, in Deed or in Law; or to him in the Remainder or Reversion.

All Actions Real, Personal, and Mix'd, may be discharged, by Release, to him that is engag'd;

ged; so Conditions annexed to Estates, Powers of Revocation, Uses, Warranties, Covenants, Tenures, Services, Rents, Commons, and other Profits to be taken out of Lands, may be discharged and extinguished, by Release, to the Tenant of the Land: Possibilities of Land, &c. if they are near and common, may be released to him that hath the present Estate of the Land.

All Debts, Legacies, and other Duties, may be discharged by Release, before or after they become due. So a Rent, or Annuity, may be discharged before the Day of Payment; so a Debt due by Obligation. Recognizances may, by apt Words in a Release, be discharged before they are forfeit, albeit they be Records. So may Judgments and Executions also; Covenants and Bonds, before they are broken, by apt Words may be released.

In a Release, tending to enlarge an Estate, these Things are required:

He that doth make the Release, must have such an Estate in himself, as out of which such an Estate may be derived and granted to the Relesee as is intended by the Release.

He to whom the Release is made, must have some Estate in Possession, in Deed or in Law, or in Reversion in Deed, in his own, or another's Right of the Land whereof the Release is made; whereupon, as upon a Foundation, the Release may stand.

There must be also some Privity in Estate between the Releasor and the Relesee, at the Time of the Release made, as between Donor and Donee, Lessor and Lessee, &c.

There may be a Recital, Covenants, Warranty, and other Things inserted in the Release, as there is in other Deeds, if there be Occasion; but

but the Deed is good without any such Addition.

A Release made by one, that at the Time of the making thereof had no Right, is void: And a Release made to one, that at the Time of the Release had nothing in the Lands, is also void; for he ought to have a Freehold, or a Possession, or Privity. *Noy's Max.* p. 74, 75.

A Release made after a Lease for Life, or Years, amounteth to a Feoffment: As if I let Land to a Man for Years, or Life, and after release to him all my Right in the Land, *To have and to hold to him, and his Heirs*; hereby he hath a Fee-Simple. *Co. Lit.* f. 207. a. *Finch, l. 1. c. 5. p. 57.* *Dyer, 263. b.*

A Lease is made of Land at Will, and after the Lessor makes a Release unto the Lessee of all his Right; this is a good Release, by reason of the Privity that is between them; but if I suffer a Man to occupy at my Will, without a Lease, and then I release to him all my Right, this Release is void for want of Privity. *7 E. 4. 27.*

A Man leaseth Lands for Term of Life, the Remainder over in Tail, and after, he in Remainder releases all his Right to the Tenant for Term of Life, and his Heirs; this is but only during the Life of the Releasor, by reason of the Entail. *43 Aff. pl. 45.*

If a Man release to *A. B. Yeoman*, whereas he ought to be stiled *Gent.* the Release is good in Law, and the Addition void; otherwise the Law is in case of Dignities, as of Knight, Baron, Earl, Duke, and the like, because these be Parcels of their Names. *21 E. 4. 72.*

A Man may release upon a Condition, but not a Right to a Freehold, for a Time, nor for

Part of the Estate; but either the Condition is void, or the Time is void, and the Release shall enure to the Party to whom it is made for ever. *Noy. cap. 37. f. 76.* 13 E. 3. *Fitzb. Br. Releases* 96.

But of a Grant it is otherwise, for a Man may make a Grant as he pleases, for a Time, or upon such Condition, &c.

If a Man has a Rent-Charge out of several Acres of Land, and releases all his Right in one Acre; this shall extinguish all the Rent-Charge: But if a Man leaseth Land for Term of Life, rendering Rent, and after he releaseth Part of the Rent; this is good, and the Residue of the Rent is not extinct. 34 *Aff. pl. 15.* *Br. Releases* 85. 9 E. 3. 8.

A Lease for a Year, upon no other Consideration than reserving a Pepper-Corn Rent, if it be demanded, shall work as a Bargain and Sale, and make the Lessee capable of a Release: And the Reservation makes a sufficient Consideration to raise an Use, as by Bargain and Sale. *Ventriss Rep. 2 part, f. 35.* *Anonymous.*

If Lessee for Years, make a Lease of the Land but for Part of the Term, the Privity continueth still, and therefore a Release to him is good to enlarge the Estate: But if the Lessee make a Lease for his whole Term, or assign it, *contra.*

A Release made to a Lessee for Years, before his Entry, is void for want of Possession. But if a Man make a Lease for Life, the Remainder for Life, and the first Lessee dieth, and the Lessor release to him in Remainder for Life before Entry, this is a good Release to enlarge his Estate; for he hath an Estate of Freehold in Law.

Law capable of Enlargement by Release, before Entry. *Co. Lit.* 270. *Lit. Sect.* 451.

A Release of a Man's Right in Fee-Simple, is not good to pass a Fee-Simple; but a Release to a Man and his Heirs will pass as a Fee-Simple; and if to a Man, and the Heirs of his Body, by this he hath an Estate Tail: For where Inheritances pass, there must be apt Words. *Co. Lit.* 273. *Lit. Sect.* 465, 468, 469.

If I Release to a Man all my Right which I have in Land, without using any more Words, then he hath only an Estate for Life. *Dy.* 263.

One Tenant in Common cannot Release to another Tenant in Common; but Jointenants, or Copartners may, of their own Parts or Shares only, and to themselves only. *Bro. Rel.* 77. *Perk. Sect.* 84. 10 *E. 4.* 3.

A Release to one Joint Feoffee, enures to him and all his Companions, in respect of the Warranty which the Law presumes they have.

And where two are bound in an Obligation, the Obligee releaseth to one, provided the other shall not take Benefit of it, the *Proviso* is void. *Lit. Rep.* 191.

A Woman, after her Husband's Death, may release her Dower, or Right of Dower, to him in Reversion, or Remainder in Fee, and will bar her for ever.

Where there is a Rent-Charge, Common of Pasture, or any Profit issuing out of Land, and he that hath it doth release it to me; this is a good Release, and will extinguish the Rent, if I am seized of the Land; but if I have only a bare Right, it is void. *Lit. Sect.* 480, 536, 537. *Co. Lit.* 305, &c.

An Acknowledgment of a Debt's being satisfied, or discharged, is a good Release in Law of such Debt.

A Creditor being made Executor, or if the Creditor be a Woman, and she marries the Debtor, in both these Cases the Debts are discharged in Law; and in the first Case, the Executor may retain Goods of the Testator, sufficient to satisfy him his Debt. But if an Obligee be made Administrator of the Goods and Chattels of the Obligor, this is no Release in Law. *Co. Lit.* 264. 8 *E. 4. 3.* 21 *E. 4. 2.*, &c.

As a Release to one Obligor, where there are several, by the Obligee, will discharge all the rest: So Release by a Lord to one Jointenant shall avail, and be good to both: And if two commit a Trespass, a Release to one of them acquits both.

If a Promise be of two Parts, and he to whom it is made doth release one Part, this is a Release of both. *Co. 5. 9, 53, 59. Co. Lit. 232. Lit. Sect. 376.*

But when a Man will have Advantage of a Release made to another, he must have it to shew and plead.

A Release of all Actions, not only bars all Actions and Suits, but even Bonds and Statutes, if the Cause of Action be at the Time of the Release made, and not at a Time to come; tho' the Time of Payment be not come, or past: But such a Release will not bar Executions, or Writs of Error. *Co. 8. 153. 5. 28, 72. Kelw. 113. Co. Lit. 286, 290, 292, &c.*

A Release of all Actions only, will not discharge a Covenant before broken; but afterwards it will. A Release to a Man, of all Actions, without saying against him, will extend so

so far, by reason the Law implies it. *Co. Lit.* 292. *Bro. Release* 29.

By a Release of all Right unto Lands; all Actions, Entry, Title of Dower, Rents, &c. are discharged. And if the Releesee be gotten into the Land of the Releasor by Wrong, by this Release the Wrong is discharged, and the Releesee is in the Land by a good Title; but such a Release will not bar a Man of a Right that shall descend to him afterwards. *Co. 8. 151. 10. 47. Plow. 484. 6 H. 7. 8. Co. 3. 29. 6. 1. Co. Lit. 345. 289. Park. Seg. 644.*

A Release of all a Man's Title to Lands, is of as large an Extent as Right: And a Release of all Suits, discharges as much as all Actions.

Co. Lit. 265. 345.

A Release of all manner of Actions, does not take away an Entry; as if a Man be disseised, and a Release of all Actions be made, yet he may well enter.

By a Release of all Entries, or Right of Entry a Man hath unto Lands, without more Words, a Man is barred of all Right or Power of Entry into those Lands, upon any Pretence whatsoever: But if a Man have a double Remedy, (viz.) a Right of Entry, and an Action to recover his Right, and then release all Entries; by this he is not barred of his Action. *Co. 8. 151.*

By a Release of all Quarrels, all Actions real and personal, and Causes of such Actions, are discharged: And a Release of all Duties, discharges all Actions, Judgments, Executions, Obligations, Rents, Services, &c. because the Duty it self is released. *Co. Lit. 291, 292. 8. 157. 5. 70. Co. 8. 153.*

A Release of all Debts, discharges all Debts then owing from the Releesee to the Releasor upon Specialties, Execution, &c. And a Release of all Covenants, discharges all Covenants then broken, or that shall be afterwards broken: Co. Lit. 76, 291, 292. Co. 1. 112. 1d. 51.

A Release of all Statutes, discharges all Statutes; Errors, and Writs of Errors, the same: Warranties the same: Release of all Legacies, bars all Legacies given in presenti or future, &c. Co. 10. 47, 51. Co. 2. 16. Lit. Sect. 148. 153. Dyer 56.

But a Release of all Demands, is the most extensive and effectual Discharge of any, and doth include in it most of all the Releases before: By a Release of all Demands, without more Words, are released all Rights and Titles to Lands, Conditions annexed to Estates, before broken or performed, and after; also all Statutes, Obligations, Contracts, Recognizances, Covenants, Rents, Commons, and the like: All manner of Actions real and personal, Debts, Duties; and all Judgments, Executions, Annuities, Titles of Entry, Rent Service, Rent Charge or other Profit to be taken out of Land; By a Release of all Demands, all these Things are discharged. Co. Lit. 291. Co. 8. 54. Lit. Sect. 501, 509, 510.

But this Release doth not discharge a Rent incident to a Reversion, due after the Release; nor a Covenant or Promise that is future, before it be in being, or before the same is broken; nor avoid any Obligation, subsequent to the Release: And generally if it be made on a particular Occasion, that shall restrain the Generality of the Words.

A Release of all Claims is much of the same Nature as a Release of all Demands.

If

If Termor for Years grant the Land by Indenture to a Man, rendring Rent, and at the End of the first Year he makes a Release to the Grantee of all Demanda, the Rent is hereby extinct during all the Time. Adjudged in *R. R. Refib.* 17 *Jac.* i. *Watton's Case.* *Popb. Rep.* 136.

A Judgment entred with a Release of Errors, and then a Will made, whereby the Person to whom the Judgment is made, is made Executor, is the highest and best Security to a Creditor.

Of Confirmations.

A Confirmation is of the Nature of a Release; for in most Things it agrees and produces the like Effects.

And it is said to be a Conveyance of an Estate or Right that one hath unto Lands or Tenements to another that hath the Possession thereof, or some Estate therein, whereby a voidable Estate is made sure and unavoidable, or whereby a particular Estate is increased and enlarged. *Co. Lit.* 295.

And there are two Kinds of Confirmation, viz. Confirmation in Deed, the other implied by Law.

Confirmation by Deed is, when the Act done, or Deed made, is intended for a Confirmation.

Confirmation implied is, when the Law by Construction makes a Confirmation of a Deed made to another Purpose. *Co. Rep.* 9. *fa.* 142. *Co. Lit.* fo. 295.

In every good Confirmation tending to confirm an Estate, or alter the Quality of it, these Things must concur.

There must be a precedent rightful or wrong-
ful Estate in him, to whom the Confirmation is
made,

made, in his own or another's Right, or at least he must have the Possession of the Thing whereof the Confirmation is to be made, that it may be as a Foundation for the Confirmation to work upon.

As if Feoffee on Condition make a Feoffment over, and the Feoffor confirm his Estate to him, to whom the second Feoffment is made, and his Heirs; this is a good Confirmation to make his Estate absolute. 1 Co. 146. *Lit. Sect. 516.*

And if one make a Lease for Life, or a Feoffment in Fee, or be disseised of Land, and the Lessee for Life, Feoffee, or Disseisor, doth grant a Rent out of the Land in Fee, and the Lessor, Feoffor, or Disseisee, doth confirm the Estate to the Grantee; this doth make good the Grant for ever. 1 Co. 144. *Co. Lit. 527, 529.*

And if an Infant make a Lease for twenty Years, and the Lessee doth make a Lease to another for all or part of the Time, and the Infant at his full Age doth confirm this second Lease; this is a good Confirmation, and doth perfect the Lease; for it is a Rule, *That which a Man may defeat by his Entry, he may confirm by his Deed:* But if there be no precedent Estate for the Confirmation to work upon, and the Estate be such an Estate as is merely void, then is the Confirmation void also: As for Example; If a Man assign Dower to a Woman, that hath nothing to do with it; or a Court that hath not Power, doth make Leases, &c. *Co. Lit. 295. Dyer 263.*

The Confirmor must have such an Estate and Property in the Thing whereof the Confirmation is made, as he may be thereby enabled to confirm the Estate to the Confirmee, otherwise the Confirmation is void. *Dyer 109.*

And

And in a Confirmation to increase an Estate, there must be a Privity of Estate between the Confirmor and Confirmee, as between Lessor and Lessee, and the like, in Case of a Release. *Co. Lit. 256. a.*

Confirmation by one Jointenant of the Estate of his Companion worketh nothing; for their Estates are equal, and each hath Interest in the Land: But yet if one Jointenant confirm the whole Land to his Companion, *To bold* to him and his Heirs; this shall amount to a Grant, and so will be good to pass his Moiety. *Lit. Seſt. 523. Dyer 263.* A Confirmation to one Joint-Feoffee, &c. will extend to his Companion to make his Estate good.

And in Case of precedent Estates for Confirmations to work upon, such precedent Estates must continue until the Confirmation come; as in all Cases of voidable Estates made, the Confirmation must be before the Estates be made void by Entry, &c. or otherwise the Confirmation will be void, for it comes too late afterwards.

The Estate precedent, and that which is to be confirmed, must be lawful, and not prohibited by any Act of Parliament; and therefore if a Spiritual Person, as Prebendary, or the like, make a Lease not warranted by the Statutes, the Confirmation of the Dean and Chapter will not help or amend it; and if Tenant in Tail make a voidable Lease, and after confirm it himself, this is voidable still. *5 Co. 15. Lit. Seſt. 607.*

If a Tenant for Life grant a Rent-Charge to another, and his Heirs; in this Case he in the Reversion must confirm it, otherwise it will be good

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good only for the Life of the Tenant for Life.
1 Co. 147.

A Confirmation to charge an Estate, must have Words to shew what Estate: Therefore it is not amiss in the Premisses of the Deed of Confirmation, specially to recite the Estate of the Tenant which must be confirmed, and also the Estate of him that is to confirm, and to express the Consideration thereof, if any such there be. *West, Symb. 1. Lib. 2. Sect. 457. Noy's Max. 77.*

A Confirmation to Tenant for Life of his Estate only for an Hour, shall be good for Life; and if made to a Tenant in Fee, it shall be good for ever. *Ibid.*

A Lease for Years may be confirmed for a Time, or upon Condition, or for part of the Land: And in a Confirmation, new Service may not be reserved, but old Service may be abridg'd. *Ibid.*

A Confirmation to one that hath nothing in the Land is void; and if made by him that at the Time of the making thereof had no Right, it is void: And so if a Right come to him afterwards, (unless it be with Warranty) and then it shall bar him of all Right that shall come to him after the Warranty made. *Noy's Max. p. 74.*

Confirmation hath Relation to Release; and where he that, as before, hath a better Title in the Land than the Tenant, releaseth to the Tenant; this is a Confirmation. *West, p. 1. lib. 2. Sect. 457.*

An Estate which a Man has in Right of his Wife, is good enough for a Release or Confirmation to work upon.

Confirmation to a Husband and Wife for their Lives of the Husband's Lands, only confirms the

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the Estate of the Husband; but if it be of the Wife's Land, it confirms the Estate to the Husband as well as Wife; and he will enjoy after her Death. *Co. Lit. 305.*

Lands granted to Husband and Wife, *To hold* one Moiety to the Husband for Life, and the other Moiety to the Wife for hers, confirmed by the Lessor, *To hold* them and their Heirs; the Husband will enjoy his Moiety, and be a Jointenant with the Wife for hers. *Co. Lit. 299.*

Lands given to two Men and the Heirs of their two Bodies begotten, and the Donor confirms the Estate in the Land, *To hold* to them and their Heirs; this shall enure to them as a Joint Estate for their Lives, and after for several Inheritances. *Co. Lit. 299.*

Confirmation of a Lease by the Lessor of a Term for Years *in future*, where there is a Lease then *in esse*, shall not make the future Estate stand good before the present.

A Patron of a Church must be in Fee-Simple, to make any Confirmation to bind the succeeding Parson: And no Bishop can confirm any Grant for more than his own Life, without the Dean and Chapter. *Co. 10. 62. Dyer 52. Stat. 13 Eliz. c. 20, &c.*

Confirmation of the Act of the Parson by the Patron and Ordinary, may in some Cases bind his Successor, that is, where it does not tend to lessen the Revenue of the Church, &c. but if it does, it may be avoided, after the Parson's Death, by Disagreement of the Successor.

If he in Reversion does not disagree to the Confirmation, or accepts of Rent, &c. on a former Grant; it is a Confirmation of such Grant during his Time.

If

If I make a Feoffment on Condition, and before the Condition broken, I confirm the Estate of the Feoffee absolutely, this will not extinguish the Condition : But if the Condition be first broken, and my Entry is lawful, the Confirmation will extinguish the Condition ; or if the Feoffee make a Feoffment over to another absolutely, and I confirm the Estate of the second Feoffee, whether it be before or after the Condition broken, by this the Condition is discharged. 11 H. 7. 29. Co. 1. 146.

A. makes a Lease for Years of 20 Acres of Land, rendering Rent, the Lessee grants all his Estate in one of the Acres to B. the Lessor confirms the Estate of B. By this Confirmation, the entire Rent is gone in all the other Acres ; for being an entire Contract, and by his own Act, there cannot be an Occupation for Part, and an Extinguishment for the other Part ; and in this Case, there is no Difference between Suspension and Extinguishment. *Owen's Rep. f. 10. Goddard's Case.*

In an Affize : Where the Father grants a Rent-charge for Life, and the Son confirms it, and the Father dies, and the Grantee brings an Affize for the Rent, and Issue was taken upon the Seisin of the Son, *Tempore confirmationis facte* ; and it seemeth, that he who confirmeth without Warranty, or who has nothing in the Land at the Time of the Confirmation made, as the Son in the Life of his Father, and the like ; that in this Case, the Confirmation shall not bind the Son after the Death of his Father, but he may well say, that he had nothing in the Land at the Time of the Confirmation. 14 *Aff. pl. 14. Br. Confirmation 14.*

Of

Of Marriage Settlements, Jointures, Articles, Contracts, Covenants to stand seized to Uses, &c.

Deeds of Settlement are so called, because Settlements are made upon Marriages the Estate is usually settled upon the Husband for Life, afterwards to the Wife for her Jointure, and to their Issue in Remainder, &c. with Leases therein to Trustees for Terms of Years, to raise Daughters Portions, for Payment of Debts, with Leases for Lives for supporting contingent Remainders, &c.

They are made several Ways, viz. by Lease and Release, Fine and Recovery, covenant to stand seized to Uses, &c. And when a Settlement is made on Marriage, the Law is very careful to see it observed; particularly that part of it which relates to the Jointure of the Wife, settled for her Maintenance.

If a Widow being about to marry, to prevent her Husband's Disposal of her Land, conveys it to Friends in Trust, who with her Husband make a Sale of it, the Chancery will decree the Purchaser to re-convey it.

A *Jointure* is, Where the Husband, or some other Friend in his Behalf, assures unto his Wife, in Consideration of Marriage, and Marriage Portion, Lands or Tenements, for Term of her Life, as a Maintenance for her after her Husband's Death.

It seems to be called a Jointure, either because it is granted *Ratione jūndūre in Matrimonio*, or because the Land in Frank Marriage is given jointly to the Husband and the Wife, and after to the Heirs of their Bodies, whereby the Husband and Wife are made Jointenants during the Coverture.

A Jointure must be an immediate Estate after the Husband's Death in Creation, and shall not be created by Matter *ex post Facto*: Therefore, if a Man makes a Feoffment in Fee to the Use of himself for Life, the Remainder to the Use of his second Son for Life, and to the Use of such Woman as he shall marry; the Remainder to the Heirs of the second Son; the Father dies, the second Son takes Wife, and dies: It is no good Jointure, and the Wife may bring Dower. For the Estate limited in its Creation is not a Jointure within the Statute, because the Husband might in Possibility have died before the Father, and then the Wife could not have an immediate Estate.

But if a Man seized of Lands in Fee, levies a Fine of it to Persons, &c. and it is by Indenture declared to be to the Use of himself, and of such Woman as he shall after marry during their Lives, it is a good Jointure. *Dyer* 274.

The Statute of Uses hath a general Purview, That Jointures made for Wives shall bar Dower, not distinguishing before or after Coverture; and then comes with a *Proviso*, That if it be made during Coverture, she may refuse to accept it, and take her Dower. *Hob. 71.* If made before Marriage, she cannot relinquish it and claim her Dower.

It is necessary in the making of a good Jointure, that the following Rules be observed: That the first Limitation take Effect for the Wife's Life in Possession or Profit presently, after the Death of her Husband: That it be made for the Term of her own Life: That it be made for her self, and none other for her: That it be made in Satisfaction of her whole Dower, and not in part of her Dower: That it be either expressed

pressed or averred to be in Satisfaction of her Dower: And it may be made before or after Marriage. Statute 27 H. 8.

The Jointure to the Wife must be either in Fee-Tail, or for Term of her own Life, for an Estate for Life or Lives of one or many others, or to her for an Hundred Years, if she live so long, or without such Limitation, is no Bar of Dower, although it be made expressly in Satisfaction of her Dower.

And if an Estate be made to others in Fee-Simple or for Life upon Trust, so as the Estate remain in them, though it be for her Benefit and by her Assent, and by express Words to be in full Satisfaction of her Dower, yet is this no Bar of her Dower.

If a Jointure be made to the Wife of Lands before the Coverture, and after the Baron and Feme alien by Fine those Lands so settled for her Jointure, she shall not be endowed of any other of her Husband's Lands: But if the Jointure had been made after Marriage, notwithstanding the Alienation by the Husband and Wife thereof by Fine; yet because her Estate was originally waivable being made after Marriage, and the Time of her Election came not till after the Death of her Husband, she may claim her Dower in the Residue of his Land.

The Wife may enter into her Jointure after the Death of her Husband without Action; and her Jointure shall not be forfeited by the Treason of the Husband, as in Cases of Dower: And a Wife is likewise entitled to all her Chattels real and Bonds again, unless her Husband altered the Property in his Life-time.

Jointure, or Bond and Judgment to the Wife before Marriage, in Consideration of a Marriage

L Portion,

Portion, is not liable to the Husband's Debts after his Death, although such Debts be by Judgment, Statute, Bond, or other Specialty; unless the Wife consent, and set her Hand to a Writing declaring such her Consent. (See more of *Marriage Settlements and Fointures*, under Title *Fines and Recoveries*, &c.)

Marriage Contracts.

Until Celebration of the Marriage, the Man and Woman are not reputed one Person, nor their Issue lawful; nor doth he gain any Propriety in her Goods, nor she any Dower in his Lands, by Force of the Contract of Matrimony only, without Solemnization. *Swinburne's Matrimonial Contract*, p. 2.

And a Promise of Matrimony must be mutual; and therefore, if the Man say to the Woman, *I do promise that I will marry thee*, but the Woman doth not make the like Promise to the Man; or contrariwise the Woman doth promise, but not the Man; this is a lame Contract, and not of any Force in Law: Neither is the silent Party in this Case presumed to consent, without the Consent appear by Words; or unless the Father or Mother promise Marriage for their Child; for the Child's Silence in this Case (being present, and hearing the same) is taken for a Consent and Approbation thereof; But it is otherwise if any other Person than the Parents promise for the Child. *Swinb. Mat. Cont.*, p. 5, 6.

There is a Difference between a Promise *de Presenti*, and a Promise *de Futuro*: A Promise *de Presenti*, as, *I do take thee to my Wife*, and, *I do take thee to my Husband*, cannot by any Agreement be dissolved, but they are reputed Husband and Wife, in respect of the Substance and indissoluble Knot of Matrimony: and therefore, if either of them should marry with any other Person,

son, consummating the same by carnal Copulation, and Procreation of Children, this Matrimony is to be dissolved as unlawful, the Parties marrying to be punished as Adulterers, and their Issue in Danger of Bastardy. *Swinb. Mat. Cont.*

p. 8, 9, 10, 11, 12, 13.

A Promise *de Futuro*, as, *I will take thee to my Wife, &c.* by this they are not very Husband and Wife; for by mutual Agreement they may dissolve those Spousals, and match themselves elsewhere; and so they may if but one of them renounce, for by the Words, *will do*, the Thing is not thereby done indeed, as in case of the other. *Ibid.*

If a Man say to a Woman, *I do promise to marry thee; and if thou be content to marry me, then kiss me, or give me thy Hand;* and the other Party do kiss or give her Hand accordingly; Spousals are thereby contracted. *Swinb. p. 69.*

If neither one Party nor the other, but some third Person pronounce the Words; as if he say to the Man, *Dost thou take this Woman to thy Wife, &c.* and he answer, *Yes, or I do, or any Thing else amounting to a Consent, it is of the same Efficacy, as if the Parties themselves had with their own Mouths declared the Words of the Contract.* *Swinb. Mat. 86.*

If a Ring be solemnly delivered, and put on the Woman's fourth Finger by the Party himself, and she willingly not only accepts the same, but wears it accordingly, the Parties are presumed to have mutually consented to be Man and Wife, and so to have contracted Matrimony, although they used not any Words. *Swinb. Mat. Cont. p. 210, 211, &c.*

And by the Ecclesiastical Laws, if any having contracted Spousals, afterwards refuse to have the Marriage solemnized, he or she so refusing, are liable to be excommunicated, and to be committed to Prison until they submit to the Monition of the Ordinary, and agree to the Celebration of the Marriage. Also on a Promise of Marriage in Writing, upon a Refusal, Damages may be recovered at Common Law.

A Man at Fourteen Years of Age, and a Woman at Twelve, may contract Matrimony; and all Persons may lawfully marry with each other, who are not prohibited by the Levitical Degrees, or otherwise by God's Law.

A Man and his Wife are esteemed but as one Person in Law; so that a Man during the Coverture cannot convey Lands to his Wife, but he may settle it in Trustees for her, or give it her by Will.

If a joint Estate be made of Lands to Husband and Wife, and a third Person; the Husband and Wife shall have but a Moiety, and the other Person the other Moiety, because the Husband and Wife are but one Person in Law.

1 Co. Lit. p. 187.

A Man makes a Feoffment to the Use of himself and such Wife as he should marry, and after taketh Wife, they are Joint-tenants, tho' commencing at several Times.

By Marriage with a Woman, a Man is entitled to all her Estate; but then he is liable for her Debts; and a Man must answer for the Trespasses of his Wife; in which Actions both are to be sued.

If a Feme Covert make any Agreement, her Husband may disagree to it; and if not, she may

Baron and
Feme.

may disagree after his Death, or her Heirs after hers.

The Wife may not make any Contract, without Consent of the Husband, except it be for necessary Apparel, Goods for her Family, &c.

Husband is not liable to pay Debts contracted by the Wife before Marriage, after her Death, though in her Life-time he is.

A Stranger taking the Profits of the Wife's Lands during the Husband's Life, and he dies, his Executors shall have the Action, and not the Wife.

If the Husband alien the Wife's Land, she can have no Remedy during his Life, but after his Death she may recover by *Cui in Vita.*

In Case of Banishment, &c. of the Husband, the Feme Covert may act as lawfully as her Husband might if he were not dead in Law.

Stat. W. 2. c. 3.

If a Child be born but a Day after Marriage Children between Parties of full Age; if a Man take a Legitimate, Wife great with Child by another, who was not her Husband; if a Woman elope with a Stranger, and hath a Child by him; if the Husband be within the four Seas, and not incapable of getting Children, in all these Cases it is said the Child is Legitimate, and shall inherit as Heir to the Husband. *1 part Co. Lit. p. 244.*

And it is also said, That if a Man marry a Woman, but dies before he Beds her, and she have a Child in Time after, it shall be counted his Child.

A Bastard is one not born in lawful Marriage; Issue born nine Months after the Death of the Husband; and Issue of a second Wife, the first Wife being living, are Bastards.

Covenants
to stand seized.

Covenants to stand seized to Uses, are grounded upon the Statute of 27 H. 8. By which, he that hath an Use, must have the Possession of the Land also.

Four Things are required to every Execution of an Use within this Statute, (viz.) That there be a Person seized: That there be a *Cestry que Use in esse*: That there be an Use *in esse* in Possession; Reversion, or Remainder: And that the Estate out of which the Uses arise, be vested in *Cestry que Use*.

And this Statute doth not execute any Use, but only Uses *in esse*; so that the Right of a present and a future or contingent Use are excluded, until they come *in esse*; and then the Statute doth execute them also, if there be no Alteration of the Estate in the Land before: But such Right of Uses *in esse*, and Uses in Contingency until they happen to be *in esse*, remain at the Common Law as they were before the Statute. 1 Co. 126. 136. Plow. 391. Dyer 58. 88. 330.

A Covenant to stand seized to Uses, may be in this Sort: A Man that hath a Wife and Children, Brothers and Kindred; may by Deed covenant and agree, That for their or any of their Preferments, he will stand seized of Land to their Use, either for Life, in Tail, or Fee Simple: And upon this Agreement there ariseth an Equity, That the Land shall go according to his Agreements: And the aforesaid Statute conveys the Estate of the Land as the Use is appointed.

There must be a Consideration to raise an Use according to this Statute; for if the Party, to whose Use he agreeth to stand seized of the Land,

Land, be not Wife, Children, Uncle or Cousin, or one that he intendeth to marry, then will no Use arise, and so be no Conveyance. For although the Law allows the Considerations of Marriage and Blood to raise Uses; yet doth it not so trifling Considerations, as old Acquaintance, Schooling, Service, and the like. 1 Co. 176. 2 Co. 15, 76. 3 Cro. 394. Dyer 169, 312, &c.

If a Man covenant with his Brother, and two Strangers, in Consideration of Love he bears to his Wife and Children, their Preferment and Living, and to settle his Lands in his Name and Blood, to stand seized of the Land, *To the Use of himself for Life*; and after his Decease, to the Use of his Wife; and after her Decease, to the Use of the Covenantees, and their Heirs, upon Trust, &c. no Use ariseth to these other Covenantees, but only the Brother, because they are Strangers to the Consideration. 1 Cro. 529. Fox. 518. Plow. 307. Telv. 51.

So if I covenant with A. to stand seized to the Use of him, his Executors, &c. for twenty Years, he being none of my Kindred, and after to the Use of my Son in Tail; in this Case no Use will arise to A. but the Use will rise to my Son. *Vide More of Uses, Trusts.*

Of Leases, &c.

A Lease is where one doth by Deed demise, grant, or let Lands, Rent, Common, or other Hereditaments, to another, for a lesser Time than he that doth let it hath in it: For when a Lessee doth grant over all his Estate unto another, this is more properly called an Assignment, than a Lease.

And Leases are divided either into Leases for Years, or for Life.

A Lease for Years must have a certain Commencement, and a certain Determination, either by an express Enumeration of Years, or by a Reference to a Certainty that is expressed.

And there must be an Acceptance of the Things demised, and the Estate by the Lessee. But whether any Rent be reserved upon a Lease for Life, or Years, or not, tho' usual, is not material; except only in Cases of Leases made by Tenant in Tail, Husband and Wife, and Ecclesiastical Persons. *6 Co. 34, 35, 36. Co. Lit. 45, 46. Plow. 273, 523.*

Leases for Years, Life, or at Will, may be made of any Thing corporeal or incorporeal, that lieth in Livery or Grant: Also Leases for Years may be made of any Goods or Chattels. *Bro. Leaf. 23.*

A Lease for Years may begin at a Day past, or at a Day to come, provided it be certain, as at *Christmas* last, *Christmas* next, or three or ten Years after, or after the Death of the Lessor, and it is as good as where it doth begin presently. But a Lease for Life of any Thing, whether it lie in Livery or in Grant, if it be in esse before, cannot begin at a Day to come. *Co. Lit. 5. 1. 48. Plow. 156, 197.*

Tenant for Term of Years may enter when he will, the Death of the Lessor is no let, and he may grant away his Term before it begins: But before he enter, he cannot surrender, nor have any Action of Trespass, nor take a Release; and he is bound to repair the Tenements, in case it be not mentioned in the Lease to the contrary. *Noy's Max. p. 30.*

A Lessor may enter, to see what Reparations or Waste there is; and he may distrain for his Rent, or have an Action of Debt. *Ibid.*

A Lease from Year to Year, so long as both the Parties please, after Entry in any Year, it is a Lease for that Year, &c. till Warning be given to depart. And a Lease for a Year, and so to hold from Year to Year, during the Life of A. B. is for two Years only, by reason of Incertainty; but if it had been made for a certain Number of Years, if A. B. live so long, it would be good for the whole Time. 14 H. 8.

16. *Noy's Max.* p. 65, &c.

If Lands descend to the Heir, before his Entry he may make a Lease thereof; *Noy's Max.* p. 65. for he hath a Possession in Law.

Leases for Years are called *Chattels Real*, and are not inheritable by Heirs, but go to the Executors or Administrators. They are saleable for Debt in the Life of the Owner, or in the Executors or Administrators Hands, by Writ of Execution. They are forfeited to the Crown by Outlawry; or by Attainder for Felony, Treason, or Premunire, &c. *Wentworth's Exec.* p. 76, 32. *L. Aff. pl. 6.*

And if a Lease be made for 500 Years, it is but a Chattel, and cannot be entailed. *Pract. Reg.* p. 192. So it is of Years, determinable on Lives.

Leases for Life are called *Freebold*, and require Livery of Seisin. These Leases are not saleable by the Sheriff for Debt, but the Land is to be extended at a yearly Value to satisfy the Debt; neither are they forfeited by Outlawry (except in Felony) nor by any of those Means before mentioned, to which Leases for Years are liable and subject (saving only Attainders for Treason,

Treason, Felony, &c.) and then only to the Crown, and not to the Lord of the Escheat
25 Edw. 3. Stat. 5. c. 2.

A Lease for Life, or for Years, may be made by Fine of Record, Bargain and Sale, or by Covenant to stand seized to Uses, upon good Consideration, as of Marriage, or of the like, &c, Bro. Fines 106.

A Lease at Will is, where one maketh a Lease to another, during the Will and Pleasure of him that letteth, or him that taketh, or both: So if one make a Feoffment, or Lease for Life, &c. and do not make Livery of Seisin, to perfect the Estate, the Feoffee, or Lessee, hath only an Estate at Will. 14 H. 8. 12. Co. Lit. 55, 56, 270.

If an Infant be seized of Land in Fee-Simple, and he makes a Lease for Years of it, rendering no Rent, this Lease is void; but if there be a Rent reserved upon the Lease, then the Lease is but voidable, and may, by the Acceptance of the Rent by the Infant, after his full Age, be made good. Plow. 545. 9 H. 7. 24.

Jointenants, Tenants in Common, and Parteners, may make Leases for Life or Years, of their own Parts, at their Pleasures: And these Leases will bind their Companions; and one Coparcener, or Tenant in Common, may make a Lease of his Part to his Companion. Fau. N. B. 62.

A Man that hath an Estate in Land, to him and his Wife, and his Heirs, may make what Lease he will of the Land; and this will be good against all Men but his Wife only, and that but for her Time. Bro. Leaves 58.

If one grant Lands to A. B. To have and to hold to him for Life, and doth not say for whose Life,

Life, this regularly shall be taken for the Life of A. B. the Lessee, and not for the Life of the Lessor; but if the Lessor himself have but an Estate for Life in the Lands granted, then the Lease shall be construed to continue during that Life only by which the Lessor did hold, to prevent a Forfeiture; and if he that doth make the Lease be Tenant in Tail of the Land, this shall be taken for the Life of the Lessor.

And if a Tenant for Life of Land make a Lease for Years of it, and then grant his Reversion, by the Name of a Reversion to another, *To have and to hold to him and his Heirs*; by this he has only an Estate for Life of the Grantor, and no more. *Plow. 161. Fitz. N. B. 168. Co. Lit. 42, 183.*

If one grant Land to A. B. and C. D. *To have and to hold to them during their Lives*, omitting these Words, *and the longest Lives of them*, by this notwithstanding they shall hold it during the Life of the longest Liver of them. And if a Lease be made to A. only, *To have and to hold to him and B. for their Lives*: By this, A. hath an Estate for his own Life only, and no more; and B. hath nothing at all. *5 Co. 9/11/3. 3 & El. B. R. inter Ross & Aldwick.*

But if a Lease be made to A. and his Affins, *Habend to A. during his Life, and the Lives of B. and C.* this is a good Lease for these three Lives, and the longest Liver of them. *Ld. Coke's 5th Part; fo. 13.*

If two Jointenants be, and one of them grant the Land to A. B. *To have and to hold for twenty Years*, if the Lessor and his Companion so long live; by this the Lease will continue no longer than they both live together, and when either of them dies, the Lease is determined.

A Man seized of an Estate in Fee-Simple, in his own Right, of any Lands or Tenements, may by Deed in Writing make a Lease of it for what Lives or Years he will: And he that is seized of an Estate Tail of any Lands or Tenements, may make any Lease out of it for his own Life; but no longer, unless it be by Fine or Recovery, or it be such a Lease as is warranted by the Statute of 32 H. 8.

And he that is seized of Lands or Tenements for his own or another's Life, may make what Lease for Years he will of it, and it will be good as long as the Lease for Life doth last; and he that is possessed of Lands for Years, may make a Lease of it for all or part of the Years; and these are good Leases.

If Lessee for Years make a Lease for Life, by this the Land will pass for Life, if the Term of Years last so long; but if he give Livery of Seisin upon it, as he must to make the Lease for Life good, this is a Forfeiture of the Estate for Years. *Plow. 24. 1 Co. 44. 7 Co. 12.*

Leases by
Tenant in
Tail.

Any Person whatsoever of full Age, that hath any Estate of Inheritance in Fee-Tail, in his own Right, of any Lands, Tenements, or Hereditaments, may without Fine or Recovery, make Leases of such Lands for Lives or Years; and such Leases shall be good, so as the Conditions following be therein observed. Stat. 32 H. 8. c. 28. Co. Lit. 44.

1. Such Leases must be by Deed indented, and not by Deed Poll, or by Parol.

2. They must be made to begin from the Time of Making thereof, or of some short Time after, as *Michaelmas next, &c.* and not to commence any Number of Years after the Date.

3. If there be an old Lease in being of the Land, the same must be really and absolutely surrendred or expired, and ended within a Year of the Time of the making of the new Lease.

4. There is not to be a double or concurrent Lease in being at one and the same Time.

5. These Leases must not exceed three Lives, or Twenty one Years, from the Time of making them: And if Tenant in Tail make a Lease for Ninety nine Years, determinable upon three Lives; this hath been adjudged not to be a good Lease.

6. The Lands to be granted by these Leases, must be Lands, Tenements, or Hereditaments, Manurable or Corporeal, whereout a Rent, by Law, may be issuing and reserv'd; and a Rent may not be reserved out of an Advowson, Fair, Market, Franchise, or the like: And if Tenant in Tail make a Lease for three Lives, or Twenty one Years, of a Portion of Tythes, rendring Rent; this Lease is not within the Statute.

7. They are to be of such Lands or Tenements which have been most commonly letten to Farm by Persons seized of an Estate of Inheritance, and occupied by the Farmers thereof, by the Space of twenty Years next before the Lease made.

8. There must be reserved upon such Leases, yearly to the Lessor, and his Heirs, so much yearly Rent, or more, as hath been most accustomedly paid for the Lands, within twenty Years next before such Lease made: But Omission of Heriots or Fines, upon the Deaths of the Farmers formerly accustomed, will not avoid the Lease.

9. Such Leases must not be without Impeachment of Waste; and therefore, if Tenant in Tail

Tail make a Lease of his Land intailed without Impeachment of Waste, this Lease is not within the Statute. And if a Lease be made for Life, the Remainder for Life, &c. this is not a good Lease; for in this Case, during the Remainders, the Tenant for Life cannot be punished for Waste done.

10. These Leases must not be against any special Act of Parliament; and therefore, if a Woman that is Tenant in Tail of the Gift of her deceased Husband, or any of his Ancestors, while she is sole, or after with another Husband, make any Lease warranted by this Statute; yet this Lease is void. Stat. 11 H. 7. 20.

They must have all due Ceremonies and Circumstances for the Perfection of them, as other such Leases have, as Livery of Seisin, and the like, where they are needful; and then only when Leases have these Conditions, are they said to be within the Statute of 32 H. 8. and such as do bind the Tenant in Tail himself, and the Issue in Tail also: for otherwise, if they be not warranted by this Statute, although they will bind the Tenant in Tail himself that made them, yet they will not bind his Issue, but as to him will be void, or at least voidable.

Husband
and Wife.

The Husband may, without Fine or Recovery, make a Lease of the Lands, Tenements, or Hereditaments, whereof he hath an Estate of Inheritance in Fee-Simple, or Fee-Tail, in Right of his Wife, or jointly with his Wife, coming before or after the Coverture, so as in such Leases are observed the Ten Conditions or Limitations before required in the Leases made by Tenant in Tail, and so that the Wife do join in the same Deed, and be made Party thereto,

thereunto, and seal and deliver the same Deed herself in Person, and not by Attorney: And when the Lease is such a Lease as is warranted by the Statute, it doth bind the Husband and Wife both, and the Heirs of the Wife; and when it is not warranted by the Statute, it is a good Lease against the Husband. 32 H. 8. c. 28. Co. Lit. 44.

The Husband and Wife together may, by Fine or Recovery, make what Leases they will of her Land, or charge it for what Time they think fit; and such Leases and Charges will be good against the Husband and Wife both, and their Heirs also; but if the Husband alone do levy any Fine of the Wife's Land, and thereby make any Estate whatsoever, this will not bind the Wife after the Husband's Death, but she may avoid it.

Bishops, with or without the Confirmation Bishops, of Dean and Chapter, and other Spiritual Persons, (except Parsons and Vicars) may make Leases of their Spiritual Livings, for three Lives, or Twenty one Years, and such Leases will be good against themselves and Successors: Provided they have the Effect of all the Qualities or Properties before mentioned, and required by the Statute of 22 H. 8. in the Leases made by Tenant in Tail.

But such Persons may not make Leases or Estates for any longer Time than for three Lives, or Twenty one Years; and if they do, altho' it be by Fine or Recovery; or if it be confirmed by the Dean and Chapter, &c. yet it is void against the Successor.

And if a Parson or Vicar make a Lease, it is not good but during the Parson or Vicar's Residence, according to the Statute of 13 El. c. 20.

If

If a Lease be made by Dean and Chapter, or other Corporation aggregate not warranted by the Statute, it is good as against the Dean or other Head of the Corporation, so long as he doth continue in his Place: And if a Bishop make any Lease or other Grant not warranted by the Statute of 1 *Eliz.* or a Dean and Chapter, Master and Fellows of a College, or the like, make Leases not warranted by the Statute of 13 *Eliz.* c. 10. these Leases are good against themselves, tho' they are void against their Successors. *Co. Lit.* 45, 329. 3 *Co. 59.* 5 *Co. 5.* 10. *Co. 9.* 11 *Co. 73.* 78.

Bishops with Dean and Chapter may make two Leases for 21 Years, and be good, provided they do not commence at any Time to come, but present when made, as at first when a Man comes to be Bishop, and again at the latter Part of his Life.

Leases made by Colleges, usually have reserved upon them the third Part of the Rent in Corn.

If a Tenant in Tail make a Lease for Years warranted or not warranted by the Statute, and after die without Issue, this Lease is void as to him in Reversion or Remainder: And if a Prebendary, Parson or Vicar, make a Lease for Years not warranted by the Statutes, this is void by the Death of the Lessor, and the Successor need not make any Entry or Claim to avoid it: So if a Tenant for Life make a Lease for Years, and after die, in this Case the Lease for Years is void. And therefore, in all these and the like Cases, no Acceptance of Rent after will affirm such Leases.

But otherwise it is in Case of Leases for Years made by Bishops, altho' they be not confirmed by Dean and Chapter: And of Leases made by

Deans

Deans and Chapters, or Tenants in Tail, as to their Successors and Issues, when the Leases are not warranted by the Statutes; and otherwise it is also, in Case of Leases for Life made by these or any of the former Lessors: For in all Cases of Leases for Life, they must be avoided by Entry, and therefore such Leases are not void, but voidable, by the Successors of Spiritual Persons by the Statute Law; and by the Issues of the Tenants in Tail after their Death, by the same Law: And in these and such like Cases, the Acceptance of the Rent by the Issue or Successor, will make good the Lease, at least for their Time.

Co. Lit. 45. 3 Co. 59, 65. 7 Co. 8.

If a Lease be made for Years on Condition, That upon such a Contingency it shall be void: In this Case, so soon as the Thing doth happen, the Lease is void *ipso facto*, without any Re-entry, &c. But if a Lease for Life be made on such Condition, in this Case the Lessor must enter, &c. before the Lease will be void. 3 Co. 65.

One may make a Lease by a special Power given by an Act of Parliament, or by a *Proviso* in a Conveyance of Uses: And a Mortgagor and Mortgagee together of Land may make any Lease of it.

If a Bishop make a Lease for Years of Tythes only, reserving Rent, such Lease shall bind the Successor, but not if he make such a Lease for Life; because in a Lease for Years, the Successor had Remedy for the Rent reserved by Action of Debt, but he had no Remedy upon such a Lease for Life; And if such Successor shall have such Remedy on a Lease for Years, then it goes with the Reversion. 2 Sand. 304.

A Lease to two for Years, upon Condition, That they, nor either of them, shall alien any Part of the Land without Assent of the Lessor; they make Partition, and one aliens his Part, this is a Forfeiture of the whole. *cro. Eliz.*

153.

But if a Condition be, That a Man shall not alien the Lands, nor any Part of it, without the Assent of the Lessor; and after he aliens Part, with the Assent of the Lessor, he may alien the Residue without the Assent of the Lessor; for a Condition may not be divided by the *Act of the Party.* 4 *Rep.* 119.

In all Leases there must first be a Possession, before a Man is capable to grant a Lease: And Leases may be made for Days, Weeks, Months, Quarters, Years, until such a Term be expired, and be good; and for Life, it will also be good this Way with Livery of Seisin. *Plow.* 272, 422. *Bro. Leases* 49. *Dyer* 24.

And a Tenant enjoying an Estate during his own Life, and the Reversion being in the Lord, or granted to another Person; the Possessioner may lease out the Estate during his Life, and limit the Rent to be paid Quarterly, Monthly, or Weekly, to have the Benefit of all the Rent, to his Death.

If a Lease for Years be made to a Man and his Heirs, after his Death the Executors shall enjoy during the Remainder of the Term, and not the Heirs: So if a Freehold be granted to a Man and his Executors, his Heirs shall nevertheless enjoy the Lands after his Death. *Co. 2, 24, 10, 87.*

If two Leases are made at one Time, to two Persons, one for ten Years, and the other for twenty Years; the first Lessee shall enjoy the ten

ten Years, and the second only ten after the first Term is expired, which makes up his twenty Years; and the first Lessee must attorn to the second to make good his Reversion, otherwise he cannot recover the Rent reserved on the first Lease. *Plow. 433, 421, 273. Co. I. 155. Bro. Leaves 73, 10, &c.*

No former Lease is an Impediment by Defect or otherwise, to avoid a Lease in Reversion after the End of such a former Lease, for the latter Lease may be good, tho' the former be void.

If Tenant in Fee-Simple take a Wife, and then make a Lease for Years, and dieth, and the Wife is endowed, she shall avoid the Lease for her Estate; but after her Death the Lease will be in Force again. *Co. Lit. 46, 7, 8.*

A Common Recovery is suffered after Tenant in Tail has made a Lease for Life, or Years; though before the Recovery it was voidable, by that the Lease is affirmed and made good during the Term, as well against the Issues and Heirs in Tail, as against him in Reversion, or Remainder. *Co. I. Capel's Case. Dyer 373. Co. I. 48, 76.*

It is the same in Case of Lands charged, and after a Fine is levied, the Charge will be good against the Issue.

If a Tenant has a Right to sow Corn, there, in many Cases, the Law implies he has a Right to reap it. As for Example:

If a Woman, who holds Lands *durante Viduitate sua*, lease the same Lands to another, and the Lessee sows the Land, and then the Woman takes Husband, which determines the Estate, yet notwithstanding the Lessee shall have the Corn. So if Tenant for Life lease for Years, and the Lessee sows the Lands, then Tenant

for Life commits a Forfeiture, so that his Lessor enters, yet the Lessee of Tenant for Life shall have the Corn. But if Tenant for Life sow the Land, and then commits a Forfeiture, and the Lessor enters, here he shall have the Corn, and not Tenant for Life, because the Determination of his Estate grew by his own Act. *Goldb. Rep. p. 189.*

If the Lessee sow the Land, and then surrender his Term, the Lessor, or he to whom the Surrender is made, shall have the Corn. So if a Man enter for a Condition broken, he shall have the Corn, and not he that sowed the Corn, for his Entry over-reacheth the Estate of the other. *Ibid.*

Every Tenant that hath an Estate uncertain, shall have the Corn sown by him, though he be ousted before it be Ripe. *Co. Lit. f. 55. b. 7 Aff. 19.*

But if Lessee, for a certain Number of Years, sow the Land with Corn, &c. and before it be Ripe the Term Expires, the Lessor shall have the Corn, unless it be covenanted to the Contrary.

If Tenant for Life, who has an uncertain Estate, sow the Ground, and die before the Corn be Ripe, his Executors shall have it, and Gras if it be cut; but not Meadow unmown, for that is Part of the Inheritance, before it be severed. *10 E. 3. 29. Co. Lit. f. 55. b.*

If a Man lease Lands, and die before one of the Rent-days, the Heir shall have the Rent due at the next Rent-day after his Death; but if there were any Rent-Arrear at the Rent-day before the Lessor's Death, then the Executors, or Administrators, shall have that, and may

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may either Distain, or have an Action of Debt for it.

If a Lord come to distrain, and see the Cattel within his Fee, and the Tenant, or other Person, to prevent the Lord from distraining, drives the Cattel out of the Fee of the Lord into the Highway, or into another's Ground, yet may the Lord freshly follow and distrain the Cattel, tho' it be in the Highway, and the Tenant cannot make Rescous: But if the Lord had not the View of the Cattel, it is otherwise. *Co. Lit. fo. 161. a. Co. 2. Inst. f. 131, &c.*

Beasts of the Plough, or the Utensils of a Man's Trade, cannot be distrained, if other Beasts, or Goods, may be found; nor Things fixed to a Freehold.

He whose Goods are unlawfully distrained, may rescue them before they are impounded, and not after; for then they are in Custody of Law.

A Lessor is entitled to all Trees blown down by Wind: Tenant may cut Timber enough for Repairs only, and be no Waste; but if he sells Timber, it is Waste: And Tenant may take by Law, Plowbote, Housbote, Haybote, and Firebote.

To suffer Houses to decay, cut down Timber Trees, Plough Lands that have not been ploughed up Time out of Mind, &c. are Waste: And the taking away, or breaking down Wainscot, Doors, Benches, &c. fixed to the Freehold, is Waste; but if fixed by the Lessee, he may take them down before the End of the Term, so as he do not weaken the Freehold. *Salk. Rep. 368.*

For Distress of Tenants, and Waste in Tenants for Life, and Years, &c. see more in my

Compleat Court-Keeper, p. 231, 232, 233, &c. p. 222, 223, &c. *Landlord and Tenant*, p. 203, &c.

If a Lessee for Years do lose his Lease, yet he shall not lose his Term in the Lands, if he can prove, any way, that there was such a Term let to him by Indenture, and that it is not determined. And so it is of any other Estate in Land, if the Deed that created the Estate be lost, if it can be sufficiently proved that there was such a Deed made, and that such an Estate was conveyed by Deed. *Pascb.* 1650. *in B. R. Pr. Reg.* p. 198.

Rent, generally reserved by Tenant in Fee, goes to him and his Heirs, by Implication of Law, as incident to the Reversion; but if it be reserved to him, and his Assigns, it determines by his Death.

Acquittance for Rent, at the last Quarter-day, discharges all Arrears before that Time.

Partners,
Jointenants,
&c.

In case of Partitions of Lands made between Partners, the Eldest shall choose first; but this descends not to her Issue, for if she die, the next Eldest shall choose first: But if they have an Advowson, the Law gives the first Presentation to the Eldest, if they can't agree; and this Privilege goes to her Issue, Assignee, or Tenant by Courtesy. *Co. Lit.*

And Partition may be Voluntary, or Compulsory, as by *Writ de partitione facienda*.

A Partition made of Lands in Fee, by Partners of full Age, binds them for ever, whether it be equal or unequal: so does an equal Partition of Lands in Tail; but if it be unequal, it concludes them only during their Lives, and the Issue of her that has the lesser Part, may, after her Death, disagree and enter, and occupy in common the Part allotted to her Aunt.

A

A Partition made by one of *Non sane* Memory, binds herself, but not her Issue, unless it be equal. *Co. Lit.* 166.

If one Joint-tenant dies, his whole Interest shall survive to the others; but the Estate of a Parcener, or Tenant in Common, shall descend to their Issue, &c. And a naked Trust, or Authority can't survive; but a Trust coupled with an Interest shall survive together with it. *Co. Lit. Part 1.*

Joint Interests in Chattels, Goods, Debts, Covenants and Contracts, shall go to the Survivor; but if two Merchants Trade with a Joint-Stock, and one of them die, his Share shall go to his Executors.

If one Joint-tenant grant a Rent, or Common, or a Way over his Land, or the like, and die, the Survivor shall hold the Land discharged: But if a Joint-tenant make a Lease for Years in *Presenti*, or *Futuro* of the Land, or the Herbage, and die, it can't be avoided by the Survivor, because the Lessee has an Interest in the Land itself vested in him, and a Right to enjoy the Possession thereof by Force of the Lease.

If one Joint-tenant make a Lease for his own Life, and die, there shall be no Survivor; tho' the Lease that severed the Joint-tenure, be determined by his Death.

A Devise of Land, whereof the Devisor is jointly seized or possessed, is void; for the Title of the Survivor is Paramount to that of the Devisee.

Of *Assignments, Annuities.*

ASSIGNMENT is the appointing or setting over of a Right unto another.

And there is an Assignee in Deed, and an Assignee in Law; he in Deed is such an one as to whom a Lease, Estate, or Interest is assigned.

He in Law, is such whom the Law so maketh without any Appointment; as an Executor is an Assignee in Law. *Dyer, f. 6. n. 5.*

An Assignee shall always be intended he that hath the whole Estate of the Assignor, that is assignable; and if there be Assignee in Deed, an Assignee in Law will not be allow'd.

If the Lessee for Years assign over his Term, and die, his Executors shall not be charged for Rent due after his Death. *Noy's Max. 71.*

And if the Executors or Administrators of a Lessee for Years assign over their Interests, an Action of Debt shall not lie against them for Rent; but it seemeth, that the Lessor must have Notice of the Assignment, and consent to it. *Noy 71. Moor Rep. Marrow and Turpin's Case; and 3 Co. Walker's Case.*

If Lessee for Years assign over his Term, the Lessor may charge which of the Parties he will; but if he accept the Rent from the Assignee (knowing of the Assignment) he hath determined his Election, and cannot afterwards bring an Action of Debt against the Lessee, for Rent due after the Assignment. *Co. 3 Rep. fo. 24. Bulstr. 2 Part 151. Hern, pag. 110.*

If the Lessor grant away the Reversion after the Assignment of the Lessee; in this Case the Grantee cannot have an Action against the Lessee for the Rent, because there is no Privity between

tween them, but he is left to his Remedy against the Assignee. *Popbam Rep.* 55. *Brownlow, 1 Part,* pag. 55.

An Assignee of Lands, if he be not named in a Condition, yet he may pay the Money to save his Land. *Noy's Max.* p. 72.

But he shall receive no Money, if he be not named: and the Tender shall be to the Executor of the Feoffees. *Ibid.*

Assignees shall not have Advantage of every Forfeiture by Force of a Condition; but only, of such as is incident to the Reversion, as for Non-payment of Rent, or for the Benefit of the Estate, as not keeping the House in Repair, &c.

Lessee covenants to pay 10*l.* yearly to A. and to repair the Houses: He assigns his Term to B. Covenant was brought against the Assignee, because he did not pay the Rent. *Per Cur'* the Assignee is not chargeable with this Covenant to pay a Collateral Sum; and it is a meer collateral Covenant. *Cr. Jac.* 438. *Maybo and Buchurst.*

In Assignments, the Assignor is to covenant to save harmless from former Grants, that he is Owner in Possession, and hath Power to assign, and that the Assignee shall quietly enjoy, &c. And the Assignee covenants to pay the Rent, and perform the Covenants, &c.

244.2

Annuity is a Deed whereby a yearly Payment Annuity, of a Sum of Money, or other Thing, is granted to another in Fee, for Life, or Years, charging the Person of the Grantor only, and his Heirs that have Assets by Descent, where no Lands are tyed for its Payment.

And for such an Annuity no Distress can be taken, nor is it ever taken for Assets, because it is no Freehold in Law, nor shall be put in Execution

cution upon a Statute Merchant, Staple, or *Elegit*, as Rent may. *Dyer* 65, &c. *Co. Lit.* 244.

It is said, If one grant an Annuity for him and his Heirs, to be paid yearly at two usual Feasts for 30 Years, to begin after the Death of the Grantor: This is a good Grant, and will charge the Heir, although at first it commence upon him; for it is for him and his Heirs. *Het-ley* 137, 138.

Of Exchanges.

A Deed of Exchange is a mutual Grant of equal Interest, the one in Exchange for the other, where one Man is seized or possessed of Land in Fee for Life, or for Years; or is possessed of Goods, and another Man is possessed of Lands and Goods in like Manner, and they do exchange their Lands or Goods the one for the other.

And in this there is a double Grant, each granting that which is his, to the other. *Co. Lit.* 501. *Finch* 17. *Perk. Sect.* 253.

In Exchange, both the Estates must be equal: There must be two Grants, and each Grant must mention the Word *Exchange*, or else it works only as a Grant, and then if it be for Life, must have Livery and Seisin.

The Effect of an Exchange is, That it doth give the Interest, and alter the Property of the Thing exchanged to either Party, according to the Agreement.

By the Law in every Exchange, is implied a Condition of Re-entry and a Warranty, Voucher and Recompence of the other Land that was given in Exchange, and an Exchangor may re-enter upon an Assignee; that is, a Condition to give

give a Re-entry upon all the Land given in Exchange, if he be put out of all or part of the Land taken in Exchange, and a Warranty to enable him to vouch, and to recover over in Value so much of his own Land again given in Exchange, if he be sued for it.

As if an Exchange be of three Acres for three Acres, and after, one of the Parties is put out of one of the Acres by the Entry of a Stranger, in this Case he may enter upon the whole three Acres he had given in Exchange, and so avoid the whole Exchange, if he will. *4 Co. 121. Bro. Exchange, &c.*

An Exchange made between an Infant and another, is not void but voidable only; for the Infant at his full Age may affirm or avoid it at his Election.

An Exchange made between a Man *non sane memorie* and another, is not void but voidable, for it is good against him; but his Heir may avoid or affirm it at his Election. *Perk. Sect. 279, Bro. Exch. 9.*

A Man that doth hold Land in Fee-Simple, Fee-Tail, or for Life, in the Right of his Wife, may exchange this Land, and the Exchange will be good, as long as he and his Wife live; he with his Wife may exchange it for a longer Time, and the Exchange is good against him; but his Wife after his Death, may either affirm or avoid it. *Perk.*

One Parson or Vicar may exchange his Church or Benefice with another, and this Exchange is good. *Perk. Sect. 288.*

Jointenants for Life, the Fee to one of them, may exchange their Land with a Stranger for other Land, *To hold* in the same Nature, and the Exchange is good; but other Jointenants, Tenants

nants in Common, and Coparceners, cannot exchange the Land they so hold, one with another, before they have made Partition. *Perk. Sect. 277, 281.*

An Exchange may be made to take Effect *in Futuro*, as well as *in Presenti*; for if an Exchange be made between me and A. B. that after the Feast of, &c. A. B. shall have my Manor of D. in Exchange for his Manor of S. this is a good Exchange. *Perk. Sect. 265.*

If an Exchange be made in Writing of Land, and it doth limit and express no Estate that either Party shall have in the Thing exchanged, yet this is a good Exchange for Life; but if an Estate for Life be limited expressly to one, and no express Estate is limited to the other, this is not a good Exchange. *Perk. Sect. 275.*

If an Infant exchange Lands, and after at his full Age occupy the Lands taken in Exchange for his own Lands, hereby the Exchange is made good: So if Tenant in Tail exchange his entailed Lands with another, and after his Death the Issue occupy the Lands taken in Exchange by his Ancestors, hereby the Exchange is made good for the Life of the Issue in Tail.

In Exchanges, the Things exchanged need not be *in esse* at the Time of the Exchange made; for a Man may grant a Rent *de novo*, out of his Land in Exchange for a Manor: And there needs no Transmutation of Possession, for a Release of Rent, &c. of Land, for Land, is good. The Things exchanged need not be of one Nature, nor of equal Value, (though the Estates must be equal, and not a Fee-Simple for a Fee-Tail, Life for Years, &c.) so as they concern Lands or Tenements, for Lands may be exchanged for Rent, Common, or any other Inheritance

tance which doth concern Lands or Tenements, or Spiritual Things for Temporal. But Annuities and such like Things, which charge the Person only, and not the Lands, or Goods and Chattels, cannot be exchanged for Land. *Co. Lit.* 50. *Perk. Sect. 265.*

In all Exchanges there must be Execution by Entry, in the Life of the Parties; and therefore if one of them dieth before the Exchange be executed by Entry, the Exchange is void; for the Heir cannot enter and take it as a Purchaser, because he was named only to take by Way of Limitation of Estate, in Course of Descent. *Co. Lit. f. 50. 51. b.* *Perk. Sect. 284, 285.*

Lands will pass by this Deed without Livery of Seisin: And Exchange hath this Effect, It gives the Interest, and alters the Property of the Thing exchanged to either Party, according to Agreement; provided there is no Eviction of either Side.

Of Surrenders.

A Surrender is the yielding or delivering up of Lands or Tenements, and the Estate a Man had therein, unto another that hath a higher or greater Estate in the same. The Effect of it is to pass the Estate of the Surrendor to the Surrendree, and that thereupon the Estate of the Surrendor may be drowned and extinct in the Estate of the Surrendree.

And to the making every good Surrender, these Things are required.

That the Surrendor and Surrendree be Persons capable to grant and receive the Surrender: That the Surrendor have an Estate in Possession

sion of the Thing surrendered at the Time of the Surrender made.

That the Surrender be to him that hath the next immediate Estate in Remainder or Reversion; and that there be a Priority of Estate between the Surrendor and Surrendree.

That the Surrendree have a higher and greater Estate in the Thing surrendered, than the Surrendor.

There are properly two Sorts of Surrenders, *viz.* Express, and Implied, or a Surrender in Deed, and a Surrender in Law.

Express or in Deed, is such a one as I have already mentioned; and a Surrender in Law or implied, is that which is wrought by Consequence and Operation of Law. *Co. Lit.* 337.

As if Lessee for Life or Years, take a new Lease of him in Reversion of the same Thing in particular contained in the former Lease, this is a Surrender in Law of the first Lease. *Plowd.* 194. 10 *Co. 67.* 5 *Co. 11.*

And if the Lessee take of the Lessor a new Lease upon Condition, the Surrender in Law is absolute; and altho' the Condition be broken, yet the first Lease is gone. But if the Lessee surrender or grant his Estate to the Lessor upon Condition; this Condition, if it be broken, may revest the Estate. *Co. Lit.* 218.

Such Persons as may be Grantees may be Surrendrees, and therefore a Surrender made to an Infant is good; and if the Husband have a Lease or Estate for Years in Right of his Wife, he alone, or he and his Wife together may surrender. One Executor may surrender an Estate or Lease for Years, which the Executors have in Right of the Testator. A Lessee for Life or Years may surrender to him that is next in Remainder in Fee-

Fee-Simple, or Fee-Tail, or to him in Reversion in Fee: But one Jointenant cannot surrender to another Jointenant, although he be Tenant for Life, which doth make, and he Tenant in Fee-Simple that doth take, the Surrender; but in Case of three Jointenants one may release to another, and he surrender to the third, and be good for the third Part first released. 10 Co. 67.

If Lessee for Years, after his Term is begun, and before his Entry, when no Body doth keep him from the Profits, do surrender his Estate, it seems to be a good Surrender; but otherwise, if another enter before him and keep him out. *Perk. Sect. 584, 586, &c. 600, 601, 612, &c. 6 Co. 69. Co. Lit. 338. &c.*

Though it is said, that the Effect of a Surrender is, that the Estate of the Surrendor be drown'd and extinct in the Estate of the Surrendree; yet it is not always so, but that to some Purpose it may, notwithstanding have Continuance; as if Tenant for Life grant a Rent-charge, and after doth surrender his Land, the Rent-charge shall continue notwithstanding the Surrender.

So if a Lessee for Life make a Lease for Years rendring Rent, and after surrender his Estate, though the Primitive Estate for Life be yielded up, yet the Derivative Estate for Years shall continue.

And if Lessee for Life or Years break a Covenant with his Lessor, and after surrender his Estate to him, his Breach of Covenant is not salved by such Surrender; for the Lessor may have an Action of Covenant notwithstanding.

But if one make a Lease for Years rendring Rent, and the Lessee surrender his Estate to the Lessor, hereby the Rent is extinct.

A Sur-

A Surrender may not be made of Estates in Fee-Simple, or Fee-Tail, nor of Rights or Titles only to Estates for Life or Years, neither may it be of Part of an Estate for Life or Years: As if a Man have a Lease for ten Years, he cannot surrender the last seven, and keep to himself the first three Years.

The actual Entry of the Surrendree into the Lands is not necessary; and to the passing of an Estate for Life by Surrender, there needs no Livery of Seisin.

When a Deed is intended for a Surrender, and it cannot so enure, yet it shall work to other Purposes, according to the Matter of it: There may be Covenants in this Deed, but the Surrender is good without any Covenants at all.

A Surrender cannot be of one Term for Years to another, because one Term cannot drown in another.

Though an Use cannot regularly arise upon a Surrender, because a Surrender enures by Way of Extinguishment; yet when a Surrender is made to enable a Settlement, the Uses shall arise to the Surrendree out of this Settlement.

Pal. 359.

A Lease of an Estate for Life or Years of all a Man's Estate to him in Reversion, will pass by Way of Surrender; but if it be but for a Part of the Term, it will pass only as a Grant, by Reason there is still a Right in the Lessor.

A Surrender ought to give a present Possession of the Thing surrendered, unto him that hath such an Estate where it may be drowned. *Noy, c. 36. p. 74.*

Tenant for Term of Life surrenders to him in Reversion *extra terram*, to which the Reversioner

sioner agrees, the Freehold by this is immediately in him, and he is Tenant to a *Precipe quod reddat* without Entry; but he shall not have an Action of Trespass without Entry. 31 H. 8. *Br. Surr.* 50.

If Lessee for Life doth accept of a Lease for Years, it shall be a Surrender of his Estate: And if Tenant for twenty Years accepts a Lease of the Land for one Year, to commence immediately, this is a Surrender of his Lease for twenty Years; for otherwise the Lessor is not able to make a Lease for one Year, if the twenty Years continue. *Aleyn's Rep.* f. 59. *Bernard vrs. Bonner.* *Anderson 2 Part,* n. 38. f. 52.

By Agreement of the Parties, a Surrender may be made upon a Condition precedent or subsequent; as if it be with Reservation of Rent, and that if it be not paid, it shall be void, &c.

Lessee for Years accepts a Lease in Particular, this is a perfect Surrender of the former Lease, and the Lessor may enter presently. *Cro. Eliz.* 522. *Ive vrsus Sams,* &c.

But Lessee for 21 Years took a Lease of the same Lands for 40 Years, to begin immediately after the Death of A. B. It was holden in this Case, that the same was not any present Surrender of the first Term; tho' if A. B. die within the Term, then it is a Surrender; for it may be that A. B. shall survive the first Term. *Leland's Rep.* 4 Part, n. 83.

If a Lessee say, that his Will is, that the Lessor shall enter into the Land which he holdeth of him, and shall have the same again; or if he say he will occupy the Lands no longer; if the Lessor entreth, by the Agreement and Entry, it will be a good Surrender. *Perk. Sect.* 684.

A Surrender in Law is, in some Cases, of greater Force than a Surrender in Deed; as if a Man make a Lease for Years to begin at Michaelmas next, this future Interest cannot be surrendered, because there is no Reversion wherein it may drown; but by a Surrender in Law it may be drown'd; as if the Lessee before Michaelmas take a new Lease for Years, either to begin presently, or at Michaelmas, this is a Surrender in Law of the former Lease. *Co. Lit.* f. 338. a. *Perk. Sect. 601. Tit. Surrenders.*

Of Revocations, and new Declarations.

THE Deed of Revocation is made pursuant to some Reserve, contained in a former Deed or Conveyance, which gives Power to call back something granted, and by a new Declaration to create a new Estate thereof, which shall settle accordingly.

If there be a *Proviso* in a Deed, that the Ancestor by his own proper Hand Writing, to be written and endorsed on the Indenture, shall revoke; the Revocation may nevertheless be by any other Writing, as well as Indorsement.

1 Keb. 134.

Where there is a Power of Revocation, a new Declaration of Uses is a sufficient Revocation of the former; and if a Man make his Will, and devise the Lands, without any express Revocation, it shall be a good Revocation. *Co. Lit.* 237. *Dyer 186.*

Uses and Powers in Contingency and Possibility may, by mutual Assent of the Parties, be revoked and determined; for as they may be raised by Indenture, so by *Proviso* or Limitation annexed to them in the same Indentures, they may

may be extinguished and destroyed, either before or after their Essence. Co. 10. f. 68. a.

If a Man make a Feoffment in Fee, or levy a Fine, &c. of Lands, this doth extinguish the Power of Revocation; for that doth amount to a Revocation in Law.

There is a Diversity between a Condition that is compulsory, and a Power of Revocation which is voluntary; for a Man that hath Power of Revocation in Part, as by levying a Fine of Part, or making of a Feoffment of a Part, yet the Power shall remain for the Residue, because it is in Nature of a Limitation, and not of a Condition, and so it was resolved in the Earl of *Sbresbury's* Case in the Court of Wards. *Passb.* 39 *Eliz.* and *Mich.* 40 & 41 *Eliz.* But if you destroy a Condition in Part, it is destroyed in the whole, for a Condition cannot be apportioned.

If a Feoffment be made by A. to divers Uses, with *Proviso*, That if B. shall revoke, that the Uses shall cease; then B. may not release this Power, and a Fine levied, and a Feoffment by him, shall not extinguish it; for the Power of B. is merely collateral, and the Land doth not move from him, nor the Party shall not be in by him, nor under him: But a Fine, Feoffment or Recovery by A. if the Power had been reserved to him, shall extinguish it. *1 part, Digg's Case,* f. 173.

A Man seized of Lands in Fee, having Issue divers Sons, by Deed indented, covenants in Consideration of Fatherly Love, for Advancement of his Family, or any other good Consideration, to stand seized of Lands to the Use of himself for Life, and after to the Use of his eldest Son in Tail, and for Default of such Issue,

to the Issue of the second Son in Tail, with divers Remainders over; with *Proviso*, That it shall be lawful for the Covenantor, at any Time during his Life, to revoke any of the said Uses, &c. This *Proviso* being coupled with a Use, is allowed to be good, and not repugnant to the former Estates; but in Case of a Feoffment, or other Conveyance, whereby the Feoffee, or Grantee, &c. is in by the Common Law, such a *Proviso* is merely repugnant and void.

Of Mortgages.

A Mortgage, in the Common Law, signifies a Pawn of Lands, or Tenements, or any Thing moveable, laid or bound for Money borrowed, peremptorily to be the Creditors for ever, if the Money be not paid at the Day agreed upon.

But upon the Mortgagor's paying the Interest of the Money to the Mortgagee, these Mortgages often continue a long Time without disturbing the Possession, or Parties.

Mortgages are made several Ways; as, by Lease for a long Term of Years, by Feoffment, Lease and Release, Assignment, &c. In which Deed there is contained a *Proviso*, or Condition, That if the Money be paid at the Day, the Deed to cease and be void.

And until Failure is made, the Mortgagor holds the Lands; but if Failure be made, and the Mortgagee enter into the Land, yet the Mortgagor has an Equity of Redemption, and may call the Mortgagee to an Account for his Receipt of the Profits.

Also the Mortgagee, if he be minded to bar the Equity of Redemption, may call the Mortgagor

gagor to Account, either to pay what is due, or to be foreclosed of his Equity of Redemption, which the Court of Chancery will order in some convenient Time.

The Interest in Law, in Lands mortgaged, is in the Mortgagee before Forfeiture; for he hath purchased the Lands as it were, as the Law will intend; and though the Mortgagor may redeem, yet it is not certainly known whether he will or not, and without it the Estate is absolute in the Mortgagee.

Persons having once mortgaged Lands, and who mortgage the same a second Time, without discovering the first Mortgage, forfeit their Equity of Redemption, and the second Mortgagee may redeem. 4 & 5 W. & M.

In Mortgages, upon Condition to pay Money by a certain Day by the Mortgagor, though he die, yet his Heir coming within the Time limited, may pay the Money and save the Condition, he having an Interest in the same, and for that the Mortgagee receives no Damage thereby, the Intent of the Condition being performed. And the same Law is of the Mortgagor's Executors, or Administrators, &c.

But a Stranger shall not do so, unless the Heir be an Ideot: And where no Time is limited, the Mortgagor hath Time during Life; but if he die before Payment, his Heirs, Executors, and Administrators, shall not be received to pay the Money: But it is otherwise in case of a Condition of a Bond for Payment of Money, no Time being limited, for then the Money must be paid in convenient Time. Co. Lit. 1 Part, Sect. 334. p. 206, &c.

Where a Mortgage is made to a Man in Fee, and the Mortgagee, before Day of Payment,

dies, the Executors shall have the Money, unless the Heir be particularly named: If it be made payable to him, his Heirs or Executors, the Mortgagor may pay it to either; and yet in this Case, when the Day is past, 'tis as much as if no Person had been appointed, and the Law appoints it to the Executor. *Co. Lit.* 210.

If a Condition annexed to Lands be possible at the making, and afterwards become impossible by the Act of God, or if the Condition subsequent be impossible, yet is the Feoffee's Estate absolute; or if the Condition subsequent be *Malum in se*, or repugnant to Law, it is the same: But it is otherwise in Bonds, which are Things in Action, and Executory; for the Condition becoming impossible by Act of God, of the Law, or of the Obligee, the Obligation is saved, and the Obligee shall have no Advantage thereof; or if the Condition be *Malum in se*, or against Law: And a Condition impossible, doth not avoid a Bond, but it thereby becomes Single. *Ibid.*

See more of Conditions before, in the Chapter of Observations, &c. on the particular Parts of a Deed, under the Title Conditions.

Of Obligations, &c.

AN Obligation is a Deed in Writing, whereby one doth bind himself to another to pay a Sum of Money, or do some other Thing.

And an Obligation is sometimes double, or conditional, when it hath a Condition annexed to it; and then it is said to be a Bond, containing a Penalty, with Condition to pay Money, or do some other Thing.

And

And this Condition sometimes is, and may be either in the same Deed, or in another; and it is generally subscribed to, sometimes included within, and sometimes indorsed upon the Obligation.

It may be made upon Parchment or Paper; and it may be made in a Piece of Parchment or Paper by itself, or on a Piece sewed in a Book; and it may be in the first or third Person.

Bro. Ob. 67. 30. b. Trin. 19 Eliz. B. R.

The Condition of an Obligation, for the Matter of it, must be to do a Thing lawful and possible; as, to pay Money, deliver Goods, enter into a Statute, make a Release, surrender an Estate, for quiet enjoying, to save harmless, defend a Title, perform a Will, abide an Award, give so much Legacy, purchase Lands, appear in Court, marry another, not sue nor meddle with an Executorship, not revoke a Letter of Attorney, not Play at Cards or Dice, &c.

Co. 10. 110. West. Symb. &c.

But when the Matter or Thing to be done, or not be done, by the Condition, is unlawful, or impossible, or the Condition itself is repugnant, insensible or uncertain, the Condition is void, and, in some Cases, the Obligation also.

Bonds not to use Trades, and not to till Ground, &c. are unlawful.

An Obligation may be good though it contains false *Latin*, if the Intent of the Parties sufficiently appears; as *Jabannes* for *Jobannem*, *Odogenta* for *Ozoginta*, *Septuagefimo* for *Septuaginta Libras*, &c. or *Aprile* instead of *Aprilis*, &c. in any Thing wherein the Meaning is not so uncertain, but that the same may be discerned. *Co. 10 33. Fitz. Obl. 12. 2 H. 4. 14.*

And if it has no Date, or a false Date, if it be sealed and delivered, it is a good Obligation.

If the Words at the Close of the Condition, *That then this Obligation to be void*, be omitted, the Condition is void; but it does not hurt the Obligation, for that remains Single: But if the Words, *or else shall stand in Force*, be omitted, neither the Condition nor the Obligation are the worse. *Cur. B. R. Pascbe* 90. *Trueman and Parham's Case*.

A Condition repugnant to the Obligation, or of a Thing impossible, &c. is void, but the Obligation is good: And a Condition to do a Thing beyond Sea, is good, and triable here, when it must be said in *France*, &c. in *Com' Midd'*, which is not traversable. *7 H. 6. 44. 21 H. 7. 24, 30. 10 H. 6. 14. 21 Ed. 4. 10.*

If Women are drawn in through Flattery, or Threatning, to enter into an Obligation, they may be relieved in Chancery. *31 H. 6. c. 39.*

Where several are bound in an Obligation severally; as *Obligamus nos & utrumque nostrum*, &c. the Obligee may sue all the Obligors together, or all of them apart; but not some of them jointly, and not the rest, and have several Judgments and Executions; but he shall have Satisfaction but once, for as soon as that is had, if it be of one only, the rest are discharged: But in a joint Obligation, if one be sued, he is not bound to answer unless the rest be sued also, and he may take Advantage of it, and plead in Abatement of the Writ, by shewing the Matter to the Court. *Dyer* 19. 310. *Co. 5. 119. 9. 53. H.H. 39 Eliz. B. R.* adjudged.

But if he appears and shews it not, the Jury will find against him, and he will be charged with

with the whole Debt ; so it is if the other be outlaw'd, or insufficient, &c.

If two, or more, are bound jointly, they must be sued together, and not separate, *at supra*, unless some of them are Infants, Women Covert, &c. who are incapable.

If a Condition be to do an Act to two jointly, and one die before it is done, it must be done to the Survivor.

And a Condition to pay 100*l.* to A. and 100*l.* to B. A. dies before the Time of Payment, B. shall have the whole, and A's Executor none, if the Obligation be made to A. and B. *Dyer* 350.

An Heir shall not be bound, unless he be expressly named in the Obligation ; but the Executors and Administrators shall : And if an Obligation be made to one, and his Heirs or Successors, the Executors and Administrators shall have the Advantage of it, and not the Heir or Successor, by reason 'tis a Chattel. *Dyer* 14. 271, &c.

Condition to pay Money at *Michaelmas*, without saying what *Michaelmas*, shall be taken the *Michaelmas* next following the Date of the Obligation. *Trin. 8 Car.*

If no Time is limited in a Bond for Payment of Money, it is due presently ; but sometimes the Judges have appointed a convenient Time : And if a Condition be impossible in respect to Time, as to make Payment on the 30th of *February*, &c. it shall presently be paid. *Co. Lit.* 206.

Condition to make a Feoffment, &c. without limiting a Time ; in this Case the Obligor is to have Time to do it during his Life, unless requested by the Obligee, when he must do it in a conve-

a convenient Time after such Request. *Co. Lit.* 208. 2. 79, 80, 99.

Where no Place is mentioned for Performance of a Condition to pay Money, or do any other Act, the Obligor is to find out the Person of the Obligee wherever he is, if within the four Seas, otherwise the Obligation is forfeit; but if a Place be mentioned, he need seek no farther: *Perk. Sect. 780, 781. 7 Ed. 4. 4. 22 Ed. 4. 25. Lit. Sect. 340, 341.*

And where Time and Place are mentioned in a Condition, they must be exactly observed, otherwise it is no good Performance.

Condition to perform Covenants in an Indenture, includes Covenants in Law, as well as in Deed: *Dyer 257.* And where a Condition is to perform Covenants of a Lease, wherein a Rent is reserved, on Non-payment of the same, the Obligation is forfeit. *5 Jac. I. B. R. Griffin and Scot's Case.*

If a Condition of a Bond be to make such an Estate in Land, as A. shall advise; A. must first advise and make it known to the Obligor, before he be bound to do any Thing: And in any Case where an Act is mentioned to be done before Performance of the Condition, that Act must first be done, otherwise the Obligation is not binding; as to do a Thing upon Request, &c. *Co. 5. 25. 7 Ed. 4. 13. Perk. Sect. 775.*

Where several Days are mentioned for Payment of Money, the Obligation is not forfeit, nor can be sued until all the Days be past; but in some Cases the Obligee may sue for the Money due by the Obligation presently, though it be not forfeit. *Co. 8. 153. Co. Lit. 292. F. H. B. 267.*

Tender

Tender of Money by the Obligor, or his Servant by his Commandment, or any other, is a good Performance of the Condition, though refused by the Obligee, unless it be done to another Person as a Stranger: But if the Obligor be afterwards sued, he must plead, That he is still ready to pay it, and tender it in Court. *Co. Lit.* 208, 209. *27 H. 8.* 10. *Perk. Sct. 784.*

But Tender of Goods on a Condition, and Refusal, the Obligee hath lost the same for ever, and is without Remedy.

Robbery, or other Hindrance, will not save the Obligation; but it is forfeited, if the Performance of the Condition, in respect to Time, &c. be not exactly observed. *Bro. Obl.* 9.

Condition for faithful Service of a Servant for a Year: He must tender his Service to me, to save the Condition; and if he die within the Time, or I don't employ him after tender of his Service, the Condition is not broken. *Perk. Sct. 772, &c.*

But Condition to marry a Woman, if he tender himself, and she refuse, the Obligation is forfeit, notwithstanding the Tender and Refusal. *Perk. Sct. 756.* *4 H. 7. 3.* Condition not to marry without Consent of Friends, is not good.

If a Condition be, That the Obligor shall marry such a one, and the Obligee marries her before the Time limited, the Obligation is discharged; by Reason the Performance was hindered, through the Act of the Obligee.

Release of a Debt discharges the Obligation, if it be made in full Satisfaction, though but Part, or none of the Money be paid: And an Obligor is discharged by being made Executor,

for, &c. or marrying a Wife to whom the Money is due. *Brow. Oblig.* 61. Co. 8. 136. 8 Ed. 4. 3. 21 Ed. 4. 2. 11 H. 7. 4 &c.

If a Man be bound to pay one Sum of Money to two Persons, he can pay this but to one; a Man cannot pay one and the same Sum to two several Persons at the same Time.

Payment of Money to a Scrivener is sufficient, if he have the Bond in his Custody: And yet it's said, if a Scrivener, is generally employed to put Money to use, and the Monies are paid to such Scrivener, and he breaks, the Payment shall not excuse the Party; but if he receive this by Command, it is a good Cause of Equity. 3 *Keb.* 471. *Cro. Eliz.* 313. *Dr. Ford's* *Cafe.*

If a Man be bound to perform the Award of Arbitrators, and they make an Award accordingly, that one shall pay Money; he may have his Action of Debt for the Money, and declare upon the Award, and afterwards he may have another Action on the Obligation, for not performing the Award. 1 *Brownl.* 55.

If one countermand the Authority of his Arbitrator, as he may, he shall forfeit his Obligation. 8 *Rep.* 82. *Vynior's Cafe.*

Award.

An Award is a determination or Judgment made or given between Persons in Controversy, by Arbitrators indifferently chosen by each Party, and is made according to the Submission of the Parties, and agreeable to Reason and good Conscience.

And this Submission, which may be general of all Demands, or special of some certain Matters, is usually made by each Party's entering into a Bond with Condition to the other, to stand to the Award of the Arbitrators.

And

And in the making of every good Award, or Arbitrament, the Rules following are to be observed:

That it be made according to the very Submission touching the Things submitted, or necessarily depending thereupon, and every other Circumstance relating thereto: That it be certain: That it be equal, and appoint either Party to give or do unto the other something Beneficial, in the Appearance at least.

That the Performance thereof be lawful and possible, and within the Power of the Parties: That there be a Means how either Party may, by Law, attain unto that which is thereby awarded unto him: And that it be a final End of the Controversies submitted: And if it fail in any of these Points, then the whole Arbitrament shall be void.

An Award where all is to be performed on the one Part, and nothing on the other, is void.

No Chattels real or mix'd, Debts due on Record, or upon certain Contract, Things relating to a Freehold, Matters concerning Matrimony, or criminal Offences, are arbitrable: But a Man may bind himself to the Award, and for Non-performance the Bond will be forfeited.

An Arbitrament under Hand and Seal of an Arbitrator is a Specialty: And a Man may wage his Law against an Award, if the Submission be not by Specialty, under the Hand and Seal of the Parties that submitted to the Award.

2 Part, Sand. Rep. 65, 74, &c.

Also if a Submission be to Arbitrators, and that if they disagree, then to an Umpire, and the Award and Umpirage are limited to the same Day, there the Power of the Umpire is not good 'till the Arbitrators have disagreed, and declared,

declared, That they would not meddle further.
Idem 130, 132, 133.

An Award that *A.* should be satisfied by *B.* the Money due to him for Work, and that then *A.* should pay 20*l.* to *B.* and that each Party should give to the other a General Release, is void in the whole for the Uncertainty of what Sum was due for Work. 2*Sand.* 292, 293.

If an Award be made between *A.* of the one Part, and *B.* of the other Part, by which 'tis awarded that *A.* shall pay 10*l.* to *B.* and 5*l.* to a Stranger; and that *B.* shall give to *A.* a general Release, the Award as to the 5*l.* to the Stranger is void, but good for the Residue.
Idem, 293.

Of Statutes, Defeazances.

A Statute is a Bond or Obligation of Record; and Statutes are sometimes single without any Defeazance, and sometimes double with a Defeazance, or Condition.

There are three Kinds of Statutes, as the Statute Merchant, Statute Staple, and Recognition; the Statute Merchant is a Bond acknowledg'd before one of the Clerks of the Statute Merchant, and the Lord Mayor of *London*, or before the Mayor, Chief Warden, or Magistrate of other Cities, or Bailiff of any Borough, or other sufficient Persons authorized, sealed with the Seal of the Debtor, and of the King.

A Statute Staple is a Bond of Record, among Merchants of the Wooll Manufacture, acknowledged before the Mayor of the Staple in the Presence of one or two Constables of the same Staple, and is sealed with the Seal of the Staple, and not of the Party, founded upon the Statute of

of 27 Ed. 3. Other Statutes Staple are Bonds of Record, testifying that the Recognizor doth owe to the Recognizee a Sum of Money, and are acknowledged before the Chief Justice of the King's Bench or Common-Pleas, in the Term Time, or in their Absence out of Term before the Mayor of the Staple at *Westminster*, and before the Recorder of the City of *London*, and are to be sealed with the Seal of the Consul, and of the King; and with the Seal of the Chief Justice, &c. before whom taken, who set their Hands to them: These Statutes are much of the Nature of Judgments had upon Suits, in the Courts of *B. R.* and *Common-Pleas*, and are there called Pocket Judgments. *Co. 8. 153.*

There are likewise divers Sorts of Recognizances that are acknowledged before the Lord-Chancellor, Master of the Rolls, Masters of Chancery, Justices of the Bench, Barons of the Exchequer, Judges in their Circuits, Justices of the Peace, Sheriffs, and others; some by the Common Law, and some by Statute, some with Seal, and some without, and all recorded; some for Bail, and some not: And all Obligations made to the King are of the Nature, and have the Force of a Recognizance. *Statute 33 H. 8. c. 22, 29. 3 H. 7. c. 1. 10 H. 6. c. 1. Dyer 307, 315.*

Every Statute Merchant or Staple must be carried to the Clerk of the Recognizances within four Months next after the acknowledging, to enter a true Copy thereof, otherwise it shall be void against all Persons, their Heirs, Executors, &c. which shall for good Consideration purchase the Lands liable thereunto, after the acknowledging the same, or any Rent, Lease, or Profit out of it. *Statute 27 Eliz. c. 4.*

When

When the Statute Merchant is forfeit, and the Time expired for Payment of the Debt, the Conusee gets a Certificate of it from the Persons before whom it was acknowledged; upon which a *Capias* issues out of Chancery to the Sheriff of the County where the Conusor lives to apprehend and imprison him, if he be no Clergyman; and when the Conusor is taken, he shall have Time for a Quarter of a Year to make his Agreement with the Conusee, and sell his Lands to satisfy the Debt; but if he don't do it within that Time, or the Sheriff return *non est inventus*, there issues out an Extent to take his Body, and extend his Lands, whereupon the Sheriff summons a Jury to appraise the Lands, to pay the Debts, which the Sheriff delivers over to the Conusee, and he enjoys it until his Debt and Damages be satisfied.

The Land of the Conusor is not the Debtor, but the Body, and the Land is liable only in Respect that it was in the Hands of the Conusor at the Time of acknowledging the Statute or after; and the Person is charged, and the Lands chargeable only. *Plow. 72. Co. 10, 50, 51. Bro.*

The Body of the Conusor himself (but not the Body of his Heir or Executor) is liable to Execution, and may be taken, tho' there be Lands, &c. to pay the Debt.

Lands which the Conusor hath in Jointenancy with another are subject to Execution, during the Life of the Conusor, and no longer; for after his Death if no Execution was had in his Life time, the surviving Jointenant shall have all, but if the Conusor survive, all is liable.

Tenant in Tail, his Lands shall be only chargeable during his Life, and not of his Issue in Tail, unless a Recovery be passed; and the Lands a Husband hath in Right of his Wife shall be only

By chargeable during the Lives of the Husband and Wife together, and no longer.

Goods of other Persons in the Possession of the Conusor, are not liable to Execution.

All the Lands and Tenements which the Conusor had at the Time of the Statute entred into or after, into whose Hands, by what Means soever the same are come at the Time of the Execution, are subject to the Execution: And all his Goods and Chattels, though coming after the Statute entred, if before the Execution, are liable; but if such Goods, &c. are *bona fide*, done away before the Statute, or Time of Execution, they are not chargeable. *Co. 3. 12. &c.*

If a Conusor after he hath entred into a Statute or Recognizance doth convey away his Lands to divers Persons, and the Conusee sue Execution upon the Lands of some of them, and not all; in this Case he or they whose Lands are taken in Execution, may by an *Audita Querela* or *Scire Facias*, have Contribution from the rest, and have all the Lands extended proportionably according to the respective Value of each. *Plow. 72. Co. 3. 6, 12, 13.*

But if Conusor and Conusee die, and the Conusor's Heirs, after Execution of Part by the Conusee's Executors, sells the Lands entire, in this Case the Vendee shall have no Contribution: And if the Lands be sold to divers, and one of the Purchaser's appears to the *Scire Facias*, and Judgment is given against him, and he afterwards sells the Land, his Vendee shall have no Contribution.

But the Party whose Lands are extended, may by *Audita Querela*, or *Scire Facias*, as the Case requireth, defeat the Execution; and thereby shall be restored to all the mean Profits, and force the Conusee to sue his Execution upon all

O the

the Land, that the Land of every one of the Tenants may be equally extended.

A Statute or Recognizance, and Execution thereupon, may be discharged by Defeazance on Condition, on Performance of such Condition; by Release; Payment of the Money, Debt and Damages, Delivery up of the Statute, &c.

Defeazance.

A Defeazance is a Condition relating to a Deed, as to an Obligation, Recognizance, Statute, or the like, which being performed by the Obligor or Conusor, the Act is anull'd and made void, as if it had never been done; which differeth from a common Condition in this, That a Condition is made at the same Time, and annexed to, or inserted in the same Deed; but a Defeazance is always made in a Deed by it self, and for the most Part made after the Deed whereunto it hath Relation.

To the well making of a Defeazance, these Things are requisite; that the Defeazance be made in *codem modo*, as the Thing to be defeated is created, *viz.* by Deed: That it doth recite the Statute or the Obligation truly: That it be made between the same Persons, as were Parties to the first Deed, &c. That it be made after the making of the Recognizance, Obligation, &c, and not before; and that it be made of a Thing defeasible,

A Defeazance made by the mutual Consent of all Parties will defeat any Executory Inheritance, as Rents, Annuities, Conditions, Warranties, Covenants, Leases for Years, &c. though such Defeazance be made after such Executory Things are created: But Estates in Tail, or for Life, executed by Livery, &c. may not be defeated, unless the Defeazance be made at the Time of making the Feoffment, &c. and not afterwards.

Of

Of *Uses, Trusts.*

A Use is the Profit of Lands or Tenements, or a Trust and Confidence reposed in some other that is not issuing out of the Land, but Colateral annexed in Privity to the Estate.

And a Use is either express by Deed, or implied by Law; as where a Bargain is made on good Consideration without mentioning to whose Use, the Law gives it to the Bargainee; but if no Consideration be mentioned, it may in some Cases be otherwise.

And if a Fine or Recovery be levied or suffered without any Consideration, and no Use is limited, the Law implies it to the Use of the Person as Levies it.

In Uses, there must be a Privity of Estate to create the Use upon, and they are not to be against Law, or of a Thing uncertain or impossible, and must be of a Possession: And a Use will not hinder a Wife from her Dower after the Decease of her Husband.

A Use may be created by Deed Poll, though it is best by Deed indented; but a Use cannot arise out of a Use, for when once Lands are sold and settled to Uses, there may not be any further Uses created. *Dyer* 169. *Cromp. Jur.* 53. *Lit. Bro. Sect.* 284.

In Bargains, and Sales, and Covenants to stand seized to Uses, no Use will work as a Use without some Consideration, as Money, &c. if it be to a Stranger; and Nature, Blood, Kindred, Marriage, &c. to ones self, Wife, Children or Relations; but without any Consideration it wil be good to ones self and Family. *Dyer* 169. *Co. 7.* 11. 10. 143. *Plow.* 301. *Co. I.* 154.

But Uses on Condition, as if I marry such a one, &c. the Condition must first be performed, otherwise the Use will not take Effect: And Uses may be made to a Man and the Wife he shall afterwards marry, or to the Use of his first, second or third Wife, &c. and are good. *Co. 1. 13. Cudleigh's Case.*

A Man may settle Lands to Uses, and reserve Power to make further Uses, as he shall think fit and direct.

Contingent Uses and Remainders may be destroyed, as where a Man Covenants by Feoffment to the Use of a Person, and the Wife he shall marry, &c. and before such Marriage the Feoffee makes a Feoffment over, the Uses are thereby destroyed. *Co. 1.*

When the Estate out of which the Uses do arise is gone, the Uses are gone also. *Dyer 186.*

And Uses may be made void by Release, or Power of Revocation mentioned in the Settlement of the Use, as *provided, &c.*

Lands conveyed to Persons in Trust, or Money given in Trust to purchase Lands, or any Thing given or granted on Trust, or on Condition; if the Trustees do not perform their Trust according to the Intent, you must have your Remedy against them in the Chancery. *Gramp. Jur. 48. 54. 58. 59. Dyer 160, &c.*

Lands or Goods settled on Trust, may not be sold by the Trustees, without special Power.

Trustees may in Chancery recover their reasonable Expences laid out in any Thing for the Use and Benefit of the Trustors.

See more of Uses, Page 150, 151. under Title Covenants to stand seized to Uses.

Of Wills and Testaments, &c.

THE last Conveyance, is a Will in Writing, first ordained by the Statute of 32 H. 8. 1. And a Will or Testament is the Declaration of a Man's Mind and Intent, what he would have done after his Death.

The Civil Law calls it a *Testament*, when there is an Executor made and named in it; and when there is none, calls it a *Codicil*.

And a Man can make but one Testament that shall take Effect; but he may make as many Codicils as he will; and by a Codicil, an Executor may be appointed, but not regularly.

The Common Law calls that a *Will*, by which Lands or Tenements are devised, though there be no Executor named; and when it concerns Chattels only, it is called a *Testament*. *Co. Lit.* 111. *Swimb. of Wills*, 24.

The Stat. 29 Car. 2. for *Prevention of Frauds*, enacts, That all Devises of Lands or Tenements, devisable either by the Statute of Wills, or by Force of the Custom of Kent, or any other particular Custom, shall be in Writing, signed by the Devisor, or some in his Presence by his express Directions, and subscribed in his Presence by three or four creditable Witnesses, or else to be void. Also, that no Devise in Writing shall be revocable, but by some other Will, or Writing, declaring the same; or by burning or cancelling the same, by the Testator himself, or by his Directions and Consent, in his Presence.

And that no Will in Writing, concerning any Goods or Chattels, or personal Estate, shall be repealed; nor any Clause, Devise or Bequest

therein, altered or changed by any other Will made by Word of Mouth only: Except the same be committed to Writing in the Testator's Life, and read to him, and allowed by him, and proved to be so done by three Witnesses at the least.

Then there are other Wills besides those in Writing, as Nuncupative Wills.

A Nuncupative Testament, is when the Testator doth by Word, without Writing, declare his Will, before a sufficient Number of Witnesses, of his Chattels only; this may, for the better Continuance after the Making, be put in Writing and proved; but it is still a Testament Nuncupative. *West's Symb. Part 1. Lib. 2. Sect. 640.*

And by the Statute 29 Car. 2. Where the Estate given by a Nuncupative Will exceeds 20*l.* it is not good, except made in the Presence of three Witnesses, bid to bear Witness by the Testator, in his last Sicknes in his own House, or where he had resided ten Days, unless surprized by Sicknes from home; and it must be proved within six Months, unless committed to Writing in six Days.

Persons having Power to make Testaments, and void of all natural and civil Imperfections, which may impeach their Testimony, may be Witnesses to Wills and Testaments.

In a Will of Goods there must be an Executor named; but 'tis otherwise of Lands, for an Executor has nothing to do with the Freehold: And where Lands are given, it is called a *Devise*; and where Goods or Chattels are given, it is called a *Legacy*.

An *Executor* is one that is appointed to have the Disposition and Ordering of the Goods and Chattels

Chattels of the Deceased ; and an *Administrator* is one that hath the Goods and Chattels of a Man dying Intestate, committed to his Charge by the Ordinary for want of an Executor, and his Power and Charge is equal to that of an Executor : And the Executor represents the Person of the Testator, as to the Estate committed to his Trust ; and he may charge others, and be charged himself ; sue others, and be sued himself, as the Testator might. *Co. 8. 135. Plow. 288. Co. Lit. 209. 11 Co. 9. Co. 9. 40. 31 Ed. 3. c. 11.*

No Will has Force 'till after the Testator's Death ; and when 'tis perfect by the Death of the Party, it doth without any further Grant, Livery, or Attornment, give and transfer Estates, and alter the Property of Lands and Goods, as effectually as an Act executed by Deed in the Life-time of the Party ; for hereby Descents of Lands may be prevented, and a Man may make Estates in Fee-Simple, Fee-Tail, for Life or Years, of Lands, Tenements, Rents or Services, Rents and Power to distrain, Conditions annexed to Estates, &c. And they that take by Devises of Lands, are said to be in the Nature of Purchasers. *Lit. Sect. 167, 168. Perk. Sect. 505.*

A Testator must be capable to make a Will, and not disabled in Mind or Condition ; or in respect of the Thing whereof the Testament is to be made.

Therefore Persons drunk, mad, &c. may not make a Will in their Fits ; but when they are out of them, and of sound Memory, they may. A Man deaf, dumb, or blind, may by Signs or Writing make a Will ; but an Alien, a Man entered into Religion, Persons attainted of Treason,

son, or Felony, such Persons may not make a Testament. And if a Man kill himself, his Testament is good for his Lands; but not for his Goods and Chattels, which are forfeit. And an outlawed Person may not make a Will of his Goods, but of his Lands he may. *Co. Lit.* 89. *Perk. Secd.* 503, 504. *Swinb.* 37. 40. *Co. 6.* 23. *Swinb.* 53. 7 *Jac. Stat.* 5 & 6 *Ed.* 6. c. 11. *Plow.* 258, 259, 261, &c.

If some Witnesses deposite, That the Testator was of perfect Mind and Memory; and others deposite the Contrary; their Testimony is to be preferred which deposite that he was of sound Memory, for that their Testimony tends to the Validity of the Testament, and for that every Man is a reasonable Creature. And if a Lunatick Person make his Testament, and it is not known whether the same was made whilst he was of sound Memory or no; then in case there can be no Folly or Frenzy gathered from the Testament, it is to be presumed that the same was made during the Time of his calm and clear Intermissions, and so shall be adjudged good. *Swinb.* p. 67.

All Wills must be according to the Mind and Intent of the Testator, declared seriously, and not jestingly; and 'tis the Mind of the Testator discovered by Circumstances, and not the Words only, which gives Life to the Testament. *Swinb.* 9. 131, 324, 325.

The Intent shall make Wills have a different Construction from other Deeds. *Co. Lit.* 25. *Plowd.* 162.

A Will made by Flattery, Threatnings, or Compulsion, is void in many Cases: But when a Man is very sick, and his Friends make his Will, and read it to him, and ask him, whether this

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it shall be his Will? To which he replies, *Tis.* This may be good, if it does not tend too much for the Advantage of the Persons as made it. *Swimb.* 283, 284, 285, 286.

If a Testament be found written in the Testator's House, and not known by whom, and read unto and approved by the Testator; this is a good Testament for Lands or Goods.

A Testament may be made on any Paper or Parchment, be written in any Hand or Language, the Sentences long or short, as 20 s. &c. and be notwithstanding good; and if there be any Omission, it will nevertheless be construed according to the Intent of the Testator, by what precedes or follows it. *Swimb. Part 4. Sect. 25, 26.*

And a Testament with or without Name or Seal to it, if the Testator agrees to it before Witnesses, hath been adjug'd sufficient.

A Will written by a Man himself, though not signed and sealed, proved after his Death to be his own Hand Writing, was allow'd good, tho' not declared before Witnesses in his Life-time, for such doth approve itself. *Swimb. Part 7. Sect. 13. Par. 4. Sect. 25.*

But a Draught, or scribbled Paper, with Interlineations written by a Man, shall not be taken as his Will after his Death; it must be written in some Order, which will look as if he intended it to be his Will.

Witnesses, without setting their Hands to a Will, or hearing it read, if they heard the Testator declare it to be his last Will, will be a good Proof: But a Witness cannot be Proof to a Legacy given to himself, tho' he may to all the rest. *Swimb. Part 4. Sect. 21.*

If a Man bids another write his Will, and orders him to make it so and so, and before it is done and brought to him to be approved, he dies, the Will is good for nothing.

But if a Man die before his Will is perfected in his Presence, it may be good for the Devises which are finished in it, tho' for no more, or any unfinished.

A Devise may be revoked, by making a Feoffment of the Lands devised; and by Marriage of a Woman, her Testament made before is become void.

And a married Woman cannot make a Will of her own Goods without her Husband's Consent; and if he does Consent, it is said, he may revoke it in her Life-time.

Where two Wills are made both of one Date, they are both void: And if there be two Wills, and the Testator, before Witnesses, declares that the former shall stand, the latter is thereby revoked, otherwise the former is void: And in case there be two Wills, be sure and well prove the latter to avoid the former. *Swinb. Part 7. Sect. 11. Perk. Sect. 479. Co. 4. 61. Plow. 344.*

As a latter Will doth overthrow a former; so the latter Part of a Will doth overthrow the former Part of it. *Co. Lit. 112. Plow. 540.*

He who thinks he has Cause to question a Will, ought presently after the Death of the Testator, to put in a *Caveat*, or Exception, into that Court where the Will is to be proved, and thereupon proceed to question it.

Where Lands are devised by Will, the Will ought to be proved in Chancery; but of Goods it must be done in the Spiritual Court: And a Will both of Lands and Goods mixed, may be proved in the Spiritual Court.

A Man must be solely seized of Land, and not jointly, to make a Devise of it; and a Man may devise Reversions as well as Possessions, in Fee, or for Life, or Years.

A Devise of all Lands and Tenements, conveys all Reversions as well as Possessions; and where Lands are devised for Payment of Debts, Personal Estate shall nevertheless be first applied towards it, according to Law.

Archbishops, Bishops, and other Spiritual Persons, may not devise Lands or Goods which they have in Right of their Churches, nor Members of Corporations the Corporation Lands. *Perk. Sect. 496.*

A Man may devise Lands in Fee-Simple, (but not Fee-Tail) and Goods or Chattels, to his Wife, as well as to any other; and so he may to Infants, Women Covert, Felons outlaw'd, or excommunicated Persons, Bondmen or Free, Colleges, Universities, Corporations, &c. tho' such Persons cannot devise themselves. *Perk. Sect. 509 & 510. Swinb. 223.*

A Devise may be to the Use of another, and the Use shall be executed.

A Devise must be of a Thing, and to a Person that is certain, otherwise it is void: And a Devise to a Man who shall marry my Daughter, or to a Man and his Children, is certain enough, and good. *Swinb. 293, &c. Ca. 6. 68. Plow. 345. Perk. Sect. 150.*

A Man must have a Right to the Land he deviseth, or the Devise is void: And a Devise may be of Corn growing on the Ground; a Sum of Money due on Mortgage or Bond, on Condition to be paid at a Time to come; Goods personal of a Wife, &c. but no Chattel real, or Thing in Action belonging to the Wife, may be

be devised by the Husband. *Plow. 485, &c. Co. Lit. 351.*

Devises to evil Intents and Purposes, or of a Thing impossible, or against Law, are void.

To settle Lands, it is best to do it by Act in one's Life-time and in Health, with such Conditions and Powers of Revocation as may be proper; and if one does it by Will, it is good to observe the following Rules; viz. That a Man do it in perfect Memory, and by learned Advice. That the Will be indented of two Parts, and one Part left with a Friend, that it may not be suppressed after Death. That there be credible Witnesses to the Signing, Sealing, and Publication thereof, who set their Hands to it. That the whole be written in one Hand, and on one Sheet of Paper or Parchment for fear of Alteration. And if it be in several Sheets of Paper, That the Hand and Seal of the Testator be put to each, and the Witnesses subscribe to each Sheet. And if there be any Interlineation or Rasure, That a *Memorandum* be made of it.

A Devise of Lands to a Man's Executors, to be sold for Payment of Debts, &c. passes the Land unto them; subject nevertheless to this Condition, That they sell the same in convenient Time: But a Devise, *That* the Executors shall sell, gives them a Power to sell Lands, but does not pass the Lands themselves, because a Power only is devised in this last Case; but in the first, the Land itself was devised.

A Devise to a Man and all of his Blood, passes a Fee-Simple; but a Devise to one and all his Seed, passes an Estate Tail only. *Co. Lit. 9.*

A Devise made to a Man and his Heirs Males gives an Estate in Tail Male, and consequently the Males only, and not Females, shall enjoy it.

So

So by a Devise made to a Man and his Heirs Female, the Males shall not inherit. *Co. Lit.*

25. *Plow. 414.*

A Devise to a Man and his Assigns for ever, is a Fee-Simple: But if Lands be devised to a Man, without saying for how long Time, it is understood only during the Life of the Devisee.

Co. Bro. Sett. 133. Park. Sett. 1. 6. Lit. Sett. 136, &c.

A Devise to a Man *in perpetuum*, is a good Devise in Fee; (but in a Grant it would be only for Life, for want of the Word Heirs) Devise of all a Man's Inheritance; or that A. B. shall be Heir of all his Land, if the Devisor have Fee, is a good Devise of a Fee-Simple. *Hob. 75.*

Lands devised to two Men and their Heirs, to be equally divided, will enure to them as Tenants in Common, and not as Jointenants; so that the Heir, and not the Survivor, shall have the Part of him that first dieth. *Mich. 37, 38. Lowen vers. Cope. Dyer 25. Lit. Bro. Sett. 133. Lit. 283, &c.*

By Devise of Lands to two and their Heirs, without more Words, they shall hold as Jointenants: But by Devise to two, and the Heirs of their Bodies lawfully engender'd, they shall have the Entail as Tenants in Common. *Dyer 326.*

Where Lands are given to two Daughters, they will enjoy as Jointenants; which if the Lands had fallen to them by Descent, they would have had as Parceners.

If one devise a third Part of all his Goods and Chattels, by this no more than a third Part after all Debts, and some say Legacies, are paid, is given; for the Debts and Legacies must be first

first paid by Law. *Dyer* 164. *Quare, &c. vide*
1 Ch. Cases 16.

Devise of Goods and Chattels gives Gold, Silver, Plate, Household-Stuff, Cattle, Corn, Debts, Leases for Years, and every Thing, except Lands of Inheritance, and Freehold Estates. *Portman versus Willis. Pasche* 26 *Eliz. C. B. Co. Lit.* 118. *Swimb. par. 7. c. 10.*

Legacies given to a Man and his Children, will only extend to the Children at the Testator's Death, or Time of making the Will, and not to those as may happen afterwards.

Devise of Land to a Man and his Heirs, and afterwards the Man dies before the Testator, it is void to such Heirs. *Plow. 60, 346, &c.*

If a Legatee dies before the Legacy becomes due, the Legacy is extinguished; but if there be a Legacy to one and his Assigns, if the Devisee die before Payment, his Administrator shall have it as his Assign. *Hill. 14 fac. 1. B. R.*

Devise of Money to a Man, if he marry my Daughter, and she die before Marriage, the Legacy is become void: So a Legacy given to a Man, and he dies before the Testator, it is void, tho' in some Cases Executors of Legatees may have Benefit of the Legacies, and recover; as in Case a Sum of Money be to be paid to a Man within four Years after the Death of the Testator, and before the four Years are expired, he dies, his Executors or Administrators, after the four Years are expired, shall recover the Legacy. *Swimb. 350. 355. 356. Bro. Devise* 27. 45. *Dyer* 59. *Plow. 345.*

Goods, or any Legacies, &c. devised, must not be taken by the Legatees themselves, but must be delivered to them by the Executors of the Deceased, or one of them: But in Case of Devise

Devide of Lands, &c. the Devisee may immediately enter, without the Executors, and turn out the Heir if he entred before ; for the Devisee is in by Act executed in the Devisor's Lifetime, though it be not consummated 'till his Death ; which makes the Devise take before a Descent. *Co. 10, 47, 52. Co. Lit. 111. Perk. Sect. 576, 578. Swinb. 134.*

Leases for Years, Rents, Goods and Chattels devised, the Legatee may not take the Thing devised to him before he has the Assent of the Executors to the Will ; and the Executor appointed refusing to assent, may be sued in the Spiritual Court, or in some Court of Equity, and be compelled to it ; but a Legatee may not sue for a Legacy in any Court of Common Law, neither may he sue the Executor, &c. in the Spiritual Court until the Will be proved ; but he may compel the Executor there to prove the Will, or refuse the Administration : And by these Means a Legatee may recover his Legacy against an Executor or Administrator, if he have Assets to pay the Debts of the Testator ; for otherwise a Legacy would not be recoverable at all. *6 Plow. 540. Perk. Sect. 574. 20 Ed. 4 g. Swinb. 135.*

An Executor ought to be well assured of there Executors, being enough left to pay the Testator's Debts, besides the Legacies, before he consent to any Devise to a Legatee ; for when he has once assented, he's in Danger of paying the Testator's Debts, though there be not enough left to do it.

A Man may make his Wife Executrix, and as many Executors as he pleases, on Condition or otherwise.

Clergy or Laity, Strangers, Friends or Enemies, married or unmarried Persons, Creditors or Debtors, Bondmen or Free, outlawed Persons, or excommunicate, may be Executors: So may an Infant, but he cannot meddle with the Administration of the Goods, until he be seventeen Years of Age. *Swinb.* 222. *Fitz. Executor* 47, 87. *Co.* 6. 67.

A Husband may be Executor to his Wife; and recover all Debts due to her on Bond or otherwise made to her before or after Marriage, and all Goods taken from her before Marriage. *Fitz. Executor* 24.

But its said that a Heretick, Apostate, Traitor, Felon, Recusant, Bastard, or notorious Usurer, may not be an Executor; though at Common Law a Person attaint may be an Executor. *Br.* 18.

If Executors refuse to take upon them the Executorship; or a Will be made, and no Executor appointed; Administration of the Goods may be granted to him to whom it doth belong, and annex the Will to the Administration, and then the Administrator is to perform the Will, as the Executor ought to do.

Where Persons die intestate, the Ordinary, or his Deputy, is to grant Administration to the next of Kin, as to the Husband, or Wife, Sons or Daughters, Father or Mother, Brothers or Sisters, of the whole Blood, and of the half Blood, Uncles, &c. And if they don't come in and Administer in Time, the Ordinary may give Administration to a Stranger.

And this Administration must be under Hand and Seal, and may be conditionally: It may be also revoked; and the Administrator called to Account, if he does wrong.

If

If there be two Executors, and both accept of the Executorship, and one dies, the Survivor must discharge the whole Business, and the Executor's Executor have no Hand in it: But if but one Executor accept of the Executorship, or in Case there be but one named, and he proves the Will, and afterwards dies, there his Executors alone shall have the Disposition of all the Estate. *Lit. Bro. Sect. 179. Bro. Executor, 149. Dyer 187, &c.*

But if an Administrator dies, his Executor or Administrator shall not have the Disposition of the Goods of the first deceased; for in that Case Administration must be granted again. *Dyer 372, 112. Co. 5. 9.*

If an Executor or other Person preserve the Goods of the Deceased, or see the Deceased buried in a decent Manner; and for that Purpose sell some of his Goods, or make an Inventory of the Goods, prove the Testator's Will with his own Money, or take his own Goods lying amongst the Deceased's, &c. Neither of these Acts will make a Stranger an Executor in his own Wrong; neither will they amount to an Acceptance of the Executorship, and make the Executor or Administrator chargeable as Executor or Administrator. But if an Executor or Administrator shall sue by that Name for any Debt due to the Deceased, or receive or release any Debt, &c. assent to Legacies, sell Goods to satisfy Debts, &c. Either of these Acts will amount to an Acceptance of the Executorship. *Fitz. Administrator 7. Bro. Executor 165. 32 H. 6. 6. Dyer 135.*

A Creditor paying his own Debt, will make him Executor in his own Wrong: And a Woman taking more of her Wearing Apparel

P than

than is necessary for one of her Quality, without Legacy of the Husband, and Licence of the Executor, thereby makes her self Executor in her own Wrong.

An Executor, or Administrator, shall have, by Virtue of his Office, as Assets to pay Debts, all Chattels, Real and Personal, of the Testator, Leaves for Years of Lands, Rent, Common, next Advowson, Corn cut and growing, Trees cut, Grass cut and severed, Cattle, Money, Plate, Household-stuff, &c. Debts, Judgments, Statutes, Obligations, Deeds, and Evidences relating to Chattels; But not to Inheritances, or any Lands, &c. Freehold; nor Grass and Trees growing on the Ground and not cut; nor the Incidents of a House, as Glass Windows, Doors, Wainscot, &c. Nor Pales, Walls, Fish-Ponds, Deer, Conies, Pidgeons, &c. for these will go to the Heir. *Co. Lit.* 209, 388. *Perk. Sec.* 60. *Plow.* 293. *Bro. Chattels* 12. *Kelw.* 118. *Stat.* 32 *H. 8.* c. 37. *Dyer* 575, &c.

An Executor may do all Things as Executor, (except sue for Debts and Duties due to the Testator) before Probate of the Will; he may make an Inventory of the Deceased's Goods and Chattels, in the Presence of two Legatees or other Witnesses; which must be first done, after burying the Deceased; and may enter into the House of the Testator within thirty Days after his Death, and take away the Goods in a quiet Manner, when the Door is open; and may keep any of the Goods himself, if he makes Satisfaction for them; may satisfy his own Debt first; and if he hath enough to pay all the Debts and Legacies, he may do it in what Order he pleases: And if there be not enough, he may pay himself first, and of others equal in Degree

gree he may pay which he will first, and prefer which of the Legacies he thinks fit, and pay one all, to another Part, and to another none at all, if there be not sufficient Assets for the whole. But an Executor may not sell any Thing given specially to one Legatee, to pay another Legacy; nor devise the Goods he hath as Executor or Administrator; nor can Executors make Division of the Testator's Goods among themselves. *Co. 6. 18. 2. 38. Plow. 280. 9 Ed. 4. 47. 36 H 6. 7. Lit. Sect. 69. Bro. Executor 129. Dyer 2. Plow. 543, 544. 184. Kelw. 62. 27 H. 8. 22. Plow. 525.*

But although an Executor may immediately enter into his Executorship, before Probate of the Will, yet an Administrator can do nothing until after Administration: For in Case of an Administrator, the Power and Interest is wholly given by the Administration; but that of an Executor is by the Will.

All Debts being to be paid before any Legacies, if there be not enough over and above the Legacies, to pay all the Debts, then any thing given by Way of Legacy may be sold for Payment of Debts, and the Legatees must lose their Legacies; and Executors are answerable for the utmost Value of the Testator's Goods, to the Creditors, let such Goods be appraised or sold for what they will.

An Executor or Administrator may prefer a Legacy to himself before any other, and retain his, though there be not enough to satisfy any other Legacy: And if there be not enough to pay all the Legacies after the Debts are paid, he may pay which of the Legacies he pleases, or pay to each of the Legatees a proportionable

Part of their Legacies, at his Election. *Do&t. &c
Stud. 34. Plow. 545. Swinb. 110, 114.*

If an Executor have a Legacy given by the Testator, and refuse the Executorship being admonished thereto, he shall lose his Legacy bequeathed to him. *Swinb.*

Debts first prosecuted, shall be first paid by the Executor: And it's said that Debts of the highest Nature may be paid in the whole, tho' there be nothing to pay the smaller Debts.

An Executor or Administrator has for the most Part the same Power as the Testator had, to sue Debts, bring Actions of Account, Trespass upon the Case, *Ejectione firme*, Trover and Conversion, Action of Debt for Rent behind, in the Lifetime of the Deceased, or any other Action (if not Personal, as Battery, &c. where Damages only are recoverable, which die with the Person) and an Executor or Administrator regularly shall be charged by others for any Debt due from the Deceased, as the Deceased himself might have been charged in his Life-time, so far as he hath any Estate of the Deceased to discharge the same. *Wft. 2. c. 22. F. N. B. 117. Dyer 322. Co. 11. Bro. Executor 151. 169. 122. Co. 9. 89. Cov. 4. 50. 5. 27. Co. Lit. 209. 5. 17.*

But no Action of Debt will lie against an Executor on a simple Contract made by the Testator; nor for Waste, &c. by the Testator; and where the Testator might wage his Law, there no Action lies against the Executor; and an Executor of him who dies in Execution, is no further chargeable. *Hob. 52, 56, &c.*

Where an Executor is Plaintiff for any thing touching the Testament, and is Non-suit, or Verdict pass against him, he shall not pay Costs, by the Statute, 4 *Jac. 1.*

Rightful

A Rightful Executor or Administrator may sue a wrongful one for Goods in his Custody ; and if the Will or Goods be kept from him, he may sue for them either in the Spiritual Court, or at Common Law, and Recover. 36 H. 6. 7. Co. 8. 135.

All Executors are esteemed in Law but as one Person, therefore Payment of a Debt to one of them is good to all ; and Possession of one of them of Goods of the Deceased, is good for all : But if you sue for a Debt, all must be sued : And when Executors bring an Action, it shall be in all their Names. Payment of Debts, Release, Assent to a Legacy, Sale of Goods, &c. of one of them, is good against, and will bind them all ; for one cannot be sued by the other, unless it be in Case of Covin, or to satisfy a Legacy to himself. 21 Ed. 4. 25. 4 H. 7. 4. 16 H. 7. 4. Bro. Executor 66. 30. Dyer 210. 27 H. 8. 21. 6 H. 7. 5. Plow. 343.

Where more Money is expended in a Funeral by the Executor, than is agreeable to a Man's Quality ; the Goods of the Testator undervalued, and sold for less than they are worth ; Legacies paid before Debts ; and Debts of a low Degree paid before those of a high Degree, (as where he pays Debts on Bonds, &c. before those on Record, by Judgment, Statute, &c. Debts on Shop Books, before Rents of Leases, Servants Wages, before Rent, &c.) in any of these Cases when there is not enough left to pay all the Debts, it is Waste in the Executor for so much misemployed, (but if it be done by one Executor, it will bind him only, and not the rest) : and the Creditors may charge him for the Debt due to them from the Testator, as for his own proper Debt, and have Execution against such

Executor upon his Body, Lands and Goods.
Plow. 543. Co. 532. Perk. Sect. 488. 570. Kelw. 59.
Dyer 185. 210. Co. 5. 32, &c.

If an Executor do not observe the Order of Payment of Debts, directed by Law, by paying those of a higher Degree, before those of a lower; he will be liable to the whole, tho' it be out of his own Estate.

Executor or Administrator being sued, may plead that he never administered, or that he hath fully administered, and nothing is left; that he cannot recover the Goods of the Deceased, or that he had only such Goods in his Possession, for which he is chargeable, and for no more; Debts of an higher Nature unsatisfied, or even Debts of the same Degree, for which he had given Security, &c. and will be good Bars to the Action. *Co. 5. 33. Dyer 30. 80. Co. 8. 132. 134. 21 H. 6. 19. Dyer 2, &c.*

An Executor shall only be charged for such Goods or Moneys as he can recover, and get into his Possession; and not for what he cannot get, or that there is a Prospect of getting; for until it is actually recovered and received, it is not accounted Assets. *Co. Lit. 124. 5. 31. Bro. Assets 24. Dyer 264. 121. 2 H. 4. 21. Kelw. 63.*

Encrease gotten to the Executors by Merchandizing with the Testator's Goods, shall be Assets in their Hands, and shall charge them; likewise Damages recovered by an Executor in any Action as Executor shall be Assets; also if a Lease be made to one for Life, the Remainder to his Executors for Years, and he dieth; this Remainder will be Assets in the Hands of his Executor, though it never were in the Testator. *11 H. 6. 35. 21 E. 4. 4 b. 3 H. 6, &c.*

Executors

Executors do more represent the Person of the Testator, than the Heir doth the Ancestor; for though an Executor be not named in a Mortgage, or Bond, yet the Law appoints him to receive the Money, not the Heir, unless he be expressly named.

If a Man dies Intestate, having no Children, his Wife is to have half his Goods, and the other half shall be divided amongst the nearest of Kin to the Intestate, in equal Degree; but if there be Children of the Deceased, then the Wife is to have a third Part only, and the other two Thirds shall be equally divided amongst the Children or their Representatives. *Stat. 22 & 23 Car. 2. c. 10.*

And if after the Death of the Father, any of his Children die intestate, without Wife or Children, in the Life-time of the Mother, every Brother and Sister, or their Representatives, shall have an equal Share with her. *Stat. 1 Jac. 2. 26.*

No Representatives shall be admitted among Collaterals, after Brothers and Sisters Children. And if there be no Wife, all shall be distributed among the Children; and if no Child, to the next of Kin to the Intestate, in equal Degree.

A Child provided for in the Life-time of the Father, is barred of his Share of Goods, &c. after his Father's Death, if such Provision amounts to a full Share; but if it do not, he shall have so much as will make it up. And an Heir at Law shall have a full Share with the rest, notwithstanding what he may have by Descent or otherwise.

No Estate Tail can by Devise or otherwise Devises, be taken from the Heir, but Fee-Simple may; and so may Freeholds and Chattels, where

Custom does not alter it : And a Devise to a Child in the Womb is good, if the Child be born before the Death of the Testator, and not otherwise : A Devise to an Infant in the Womb of its Mother at the Time of the Death of the Testator, is void ; for 'tis a Rule, that the Devisee must be capable of the Thing devised at the Time of the Death of the Devisor, if it be then to take Effect in Possession ; and if it be a Remainder, he must be capable of it at the Time when the Remainder shall happen, or else it is void. *Dyer* 303, 304. *Lit. Sect.* 168. *Bro. Sect.* 55. 9 *Jac.* 1. *B.R.* and 13 *Jac. &c.*

A Devise to an Infant *en ventre sa mere*, is good by Way of future Executory Devise. *Raym.* 164.

A Devise to a Man and his Heirs, he hath Issue a Daughter, and dieth, his Wife privily with Child of a Son ; the Daughter entereth, she shall retain the Land for ever, and yet the Son is Heir, but not to toll the Land before vested in the Daughter.

If a Man deviseth Land to his eldest Son, it is void, for he is in by Descent : And if a Man devises his Lands to his two Sons, (naming them by their Names) paying his Debts, they have no other but an Estate for Life ; for when a Will is made, and it is doubtful how it shall be taken, it shall be as much as may be in Favour of the Heir to save his Inheritance. *Dalison's Rep.* f. 13. *Pl. 22.*

And devises to charitable Uses, and for the Benefit of Children, are always favourably construed.

A Devise of Goods to an Executor is void ; and he shall have the Goods as Executor, not as Devisee. *Andr.* 1. 22.

A Devise

A Devise of the Profits of Land, is a good Devise of the Land itself: And a Devise of a House with the Lands belonging, shall pass Lands which have been used for some Years with the House; but if they were divided before the Devise, as half a Year before, or so, it is otherwise. *Bulstrode, 3 Part, 105. Palmer's Rep. 375. Inter Loftus and Barker.*

If a Man deviseth that such a Sum of Money shall be paid out of the Profits of his Lands, and the Profits will not amount to the Sum, in such Case the Land may be sold. *Ventriss Rep. 2 Part. f. 357.*

If a Term be devised to one for Life, Remainder to another for Life, Remainder to a third for Life, &c. and so to many Persons one after the other; this is a good Devise to all those, notwithstanding Objections of Possibilities upon Possibilities, if all the Persons were *in esse* at the Time of the Devise, because all the Candles are lighted at once. But if a Devise be to one for Life, who is not then in Being, (as the first Son) there no Limitation of a Term may be beyond it. *Sid. Rep. 1 Part, f. 451.*

Where one bequeaths all his Goods and Chattels, or all his Corn, &c. By such Bequest doth pass not only all that the Testator had of the Things at the Time of making the Testament, but also all that he hath at the Time of his Death, and that not only in Possession, but in Expectation also. *Plow. 343.*

Devises upon Condition that a Man do not marry any Person, the Condition is unlawful and void; so are many other Conditions annexed to Devises.

If a Husband be possessed of a Term or Lease for Years, in Right of his Wife, he cannot devise

wife it by his Will, but he may grant it away, or dispose of it in his Life-time; or if he make no Disposition thereof, yet if he survive her, then it falls to him; and in such Case he may devise it by Will. *Co. 1 Inst. 35. 1. 6.*

If one make his Will in his Sicknes, by the Importunity of his Wife, to the Intent he may be quiet, and not vexed and troubled by her; such Will shall be adjudged to be made by Constraint, and not a good Will. *Rolls. B. R. Case of Hatchber and Newborne.*

If one devise, that A. B. shall have the Use and Occupation of all his Household-stuff during his Life, and after his Decease, that it shall remain to C. D. This is a good Devise of the Property of the Household-stuff to C. D. But if the Thing itself be bequeathed to A. B. it is otherwise; for the Gift of a Chattel Personal to a Man for an Hour, is the Gift thereof for ever. *37 H. 6. 30 Lit. Bro. Seff. 388.*

PRECEDENTS.

The several Sorts of Precedents contained in this Volume, (viz.) Bargains and Sales, Gifts, Grants, Articles, special Conditions, Covenants, Exchanges, Deeds of Partition, Partnerships, special Releases, Letters of Attorney, Licences, Bills of Sale of Ships, Charterparties of Afreightment, Leases, Settlements of Personal Estates, and Leases, and also of Annuities, Moneys in Funds, &c. instead of Jointures of Lands, &c.

Bargain and Sale.

A Bargain and Sale of Goods.

KNOW all Men by these Presents, That I A. B. of, &c. Gent. for and in Consideration of the Sum of 50*l.* of, &c. to me in Hand paid at and before the Sealing and Delivery of these Presents by C. D. of, &c. Gent. the Receipt whereof I do hereby acknowledge, Have granted, bargained and sold, and by these Presents do fully, freely and absolutely grant, bargain and sell, unto the said C. D. All the Goods, Household-Stuff, and Implements of Household, and all other Goods whatsoever, mentioned and contained in the Schedule hereunto annexed, now remaining and being in a certain Messuage or Tenement called, &c. situate, lying and being in, &c. and now in the

Tenure

Tenure or Occupation of, &c. or of his Assigns; *To have and to hold* all and singular the said Goods, Household-Stuff, and Implements of Household, and every of them, by these Presents bargained and sold, or mentioned or intended to be bargained and sold, unto the said C. D. his Executors, Administrators and Assigns for ever. *And I* the said A. B. for myself, my Executors and Administrators, all and singular the said Goods, Utensils, Implements of Household and Household-Stuff, unto the said C. D. his Executors, Administrators and Assigns, against me the said A. B. my Executors, Administrators and Assigns, and against all and every other Person and Persons whatsoever, shall and will warrant and for ever defend by these Presents. *In Witness, &c.*

A Bargain and Sale of Goods conditional.

TO all People to whom these Presents shall come, I A. B. of, &c. send Greeting. *Know ye,* That I the said A. B. for and in Consideration of the Sum of, &c. to me in Hand at and before the Execution of these Presents well and truly paid by C. D. of, &c. Gent. the Receipt whereof I do hereby acknowledge; *Have* bargained and sold, and by these Presents do bargain and sell unto the said C. D. One Silver Tankard, &c. *To have and to hold* the said bargained Premisses unto the said C. D. his Executors, Administrators and Assigns for ever. *To the only proper Use and Behoof of him* the said C. D. his Executors, Administrators and Assigns, for evermore. *And I* the said A. B. for myself, my Executors and Administrators, the said bargained Premisses, unto the said C. D. his

his Executors, Administrators and Assigns, against all Persons shall and will warrant and for ever defend by these Presents, *Provided* always, and it is hereby agreed between the Parties to these Presents, That if I the said A. B. my Executors, Administrators or Assigns, or any of us, do and shall well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the Sum of, &c. on the Day of, &c. for Redemption of the said hereby bargained Premises; then these Presents, and every Clause, Article and Thing herein contained, shall cease, determine, and be void, any Thing herein before contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

A Bargain and Sale of a Waggon and other Goods, on Condition, in the Nature of a Mortgage.

THis Indenture made the . . Day of, &c. in the Year of our Lord, &c. and in the 12th Year, &c. Between G. J. of, &c. of the one Part, and H. L. of, &c. of the other Part: *Witnesseth*, That the said G. J. for and in Consideration of the Sum of 70 l. of lawful British Money, to him in Hand paid by the said H. L. at and before the Sealing and Delivery of these Presents, the Receipt whereof the said G. J. doth hereby acknowledge; *He* the said G. J. *hath* bargained and sold, and by these Presents doth, &c. unto the said H. L. One Waggon and Plough, with all Iron, Geer, Horse Tackle, and other Appurtenances thereto belonging; and also, &c. *To have and to hold* the said Waggon and Plough, and all other the Goods and Chattels whatsoever above by these Presents bargained and sold unto the said

said *H. L.* as his own proper Goods and Chattels from henceforth for ever: Provided always, and upon Condition, That if the said *G. J.* his Heirs, Executors or Administrators, do well and truly pay or cause to be paid unto the said *H. L.* his Executors, Administrators or Assigns, at or in the now Dwelling-house of, &c. situate, &c. the Sum of, &c. in Manner following, (viz.) The Sum of, &c. Part thereof on, &c. next coming, and the full Sum of, &c. the Residue thereof on, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement for Taxes, or any other Impositions whatsoever; that then this present Indenture, and every Thing herein contained, shall cease, determine, and be void. *And* the said *G. J.* for himself his Executors and Administrators, doth covenant and grant to and with the said *H. L.* his Executors, Administrators and Assigns, by these Presents, in Manner following, (viz.) That in case he the said *G. J.* his Executors or Administrators, shall make Default of or in Payment of the said Sum of, &c. or any Part thereof, contrary to the Proviso or Condition aforesaid; that then he the said *H. L.* his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold, and enjoy the said Waggon, Plough, and all and singular other the Premisses above by these Presents bargained and sold, or mentioned, or intended to be, &c. and every Part and Parcel thereof, with their Appurtenances, To his and their own proper Use and Uses for ever, without any lawful Let, Trouble, Molestation, Hindrance or Denial of the said *G. J.* his Executors or Administrators, or of any other Person or Persons whatsoever. *And also*, That he the said *G. J.* his Executors or Administrators,

ministrators, shall and will well and truly pay or cause to be paid unto the said *H. L.* his Executors, Administrators or Assigns, the said Sum of, &c. at the Days and Times, and in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. *And* the said *H. L.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *G. J.* his Executors, Administrators and Assigns, by these Presents, That he the said *H. L.* his Executors, Administrators or Assigns, shall and will immediately after the Receipt of the said Sum of, &c. at the Days and Times above-mentioned, upon reasonable Request, re-deliver or cause to be re-delivered unto the said *G. J.* his Executors, Administrators or Assigns, the said Waggon and Plough, which is now received by the said *H. L.* of the said *G. J.* in as good Case and Condition as the same and every of them now are at this present Time. *In Witness, &c.*

A Bargain and Sale of a Jewel.

KNOW all Men by these Presents, That I Sir M. C. of, &c. Bart. for and in Consideration of the Sum of, &c. to me in Hand paid by S. J. of, &c. the Receipt whereof, I the said Sir M. C. do hereby acknowledge, and thereof do acquit and discharge the said S. J. his Executors and Administrators, by these Presents; *Have given, granted, bargained and sold, and by these Presents do for me, my Heirs, Executors and Administrators, give, &c. unto the said S. J.* One Jewel, containing two large Diamonds, &c. together with all the Right, Title, Interest, Property, Claim and Demand what-

whatsoever of me the said Sir M. C. my Heirs, Executors and Administrators, of and in the said Jewel: *To have and to hold the said Jewel and Diamonds aforesaid, and all my Right, Title, Interest, Property, Claim and Demand, of, in or to the same, unto the said S. J. his Executors, Administrators and Assigns, from the Day of the Date hereof for ever.* *Provided always, and it is the true Intent and Meaning hereof, and of the Parties hereunto, and it is concluded and agreed upon by and between the said Parties, That if the said Sir M. C. his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid unto the said S. J. his Executors, Administrators or Assigns, the full Sum of, &c. at or upon the ... Day of, &c. next, that then this Deed of Bargain and Sale to be void, and of none Effect.* *And the said S. J. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said Sir M. C. his Heirs, Executors and Administrators, upon Payment of the said Sum of, &c. as aforesaid, to deliver or cause to be delivered the Jewel aforesaid, unto the said Sir M. C. his Executors, Administrators or Assigns.* *And the said Sir M. C. for himself, his Heirs, Executors, and Administrators, doth covenant, promise and grant to and with the said J. S. his Executors and Administrators, That he the said Sir M. C. hath in himself good Right, full Power, and lawful Authority to grant, bargain and sell the said Jewel unto the said S. J. in Manner and Form aforesaid, according to the true Meaning hereof.* *In Witness, &c.*

A Bargain and Sale of Timber.

THIS Indenture made, &c. Between W. L.
ot, &c. of the one Part, and I. S. of, &c.
of the other Part. Witnesseth, That the said W.
L. for and in Consideration of the Sum of, &c.
to him in Hand paid by the said I. S. at and
before the Sealing and Delivery of these Pre-
sents, the Receipt whereof is hereby acknow-
ledged; and in Pursuance and Performance of
certain Articles of Agreement, bearing Date,
&c. made, or mentioned to be made between
the said W. L. of the one Part, and the said
I. S. of the other Part; *He* the said W. L. *Hath*
granted, bargained and sold, and by these
Presents doth grant, bargain and sell unto the
said I. S. his Executors, Administrators and Af-
signs, *All* those Timber-Trees, or other Trees,
now standing and being in a certain Wood, or
Coppice, called, &c. marked by the said W. L.
and I. S. with the Letters, &c. containing in
Number, &c. computed in the whole to be a-
bout, &c. Tuns; *And* also all the Loppings,
Tops, Shrouds, Limbs and Boughs of the said
Timber-Trees, or other Trees; *To have and to*
hold the said Timber-Trees, Lops, Tops and
Shrouds hereby bargained and sold, or meant,
mentioned or intended to be hereby bargained
and sold unto the said I. S. his Executors, Ad-
ministrators and Assigns, to his and their own
proper Use and Uses for ever. *And* the said W.
L. for himself, his Heirs, Executors, Admini-
strators and Assigns, and for every of them,
doth covenant, promise and grant to and with
the said I. S. his Executors, Administrators and
Assigns, and every of them, by these Presents,

Q

That

That he the said I. S. his Executors, Administrators or Assigns, shall and may peaceably, and quietly have, hold, take, receive and enjoy, all and singular the said Timber Trees, or other Trees and Premises herein, or hereby mentioned, or intended to be granted, bargained and sold, and every Parcel thereof, with Liberty to fell, cut, fetch and carry away the same, at his and their free Will and Pleasure, to his and their proper Use and Uses for ever, without any Let, Trouble, Molestation, Disturbance or Denial of him the said W. L. his Heirs or Assigns, or any Person or Persons lawfully claiming, or to claim, from, by, or under him or them, or any or either of them. [To this may be added, a Covenant from I. S. to cut the Trees, and carry them away, by such a Time as shall be appointed; and in that Case, the Words above, *at his free Will and Pleasure*, are to be omitted.] *In Witness, &c.*

A Bargain and Sale of Underwood.

This Indenture made, &c. Between A. B. of, &c. of the one Part, and E. D. of, &c. of the other Part: *Witnesseth*, That the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said E. D. &c. Hath bargained and sold, and by these Presents doth clearly bargain and sell unto the said E. D. *All those his Coppice Woods and Underwoods now standing and growing in a certain Coppice, called, &c. and Hedge-Rows, called, &c. lying in the Parish of, &c. containing, &c. Acres; (the Soil of the same Coppice Wood, and all Timber Trees therein standing, growing or being, and usual and accustomed Standils there to be*

be left, as are or have been, or ought to be, in such like Cases of felling of Wood, left standing, unto the said W. L. his Heirs and Assigns, excepted and always reserved :) *To have and to hold* the said Coppice Wood unto the said E. D. his Executors, Administrators and Assigns, to his and their Use and Uses for ever. *And* the said A. B. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said E. D. his Executors, Administrators and Assigns, by these Presents, That he the said E. D. his Executors and Assigns, shall and may at all reasonable Times, have free Ingress, Egress and Regress, to and from the said Coppice Woods and Underwoods, with Horse, Cart and Carriage, at his Pleasure, for the felling, hewing, cutting down and carrying away the aforesaid Coppice Wood and Underwood, without the Let or Interruption of any Person or Persons whatsoever. *And* the said E. D. for himself, his Executors, Administrators and Assigns, doth covenant, and grant to and with the said A. B. his Executors, Administrators and Assigns, that he the said E. D. his Executors or Assigns, at his and their own proper Cost and Charges, shall and will Fence, amend and repair all the Hedges and Fences belonging to the said Coppice and Hedge-rows, as shall be broken, trodden down, or otherwise wasted, by reason or occasion of the felling, cutting or carrying away of the said Coppice Wood and Underwood, for the Safeguard and Preservation of the young Springs growing in and upon the same. *And also*, That he the said E. D. his Executors or Assigns, shall not, nor will fell any of the said Coppice Wood or Underwood, but in due and seasonable Times

The Accomplish'd VOL. I.
 of felling (that is to say) Yearly between the
 Feasts of, &c. In Witness, &c.

A Bargain and Sale of a Reversion.

THIS Indenture made, &c. Between E. R. of, &c. of the one Part, and F. R. of, &c. of the other Part, *Witnesseth*, That the said E. R. for and in Consideration of the Sum of, &c. to him in Hand paid by the said F. R. at and before the Sealing and Delivery of these Presents, the Receipt whereof the said E. R. doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, release, and discharge the said F. R. his Heirs and Assigns, by these Presents, *both* granted, bargained, sold, and confirmed; and by these Presents doth fully and absolutely grant, bargain, sell and confirm unto the said F. R. his Heirs and Assigns, *All* that the Reversion and Reversions, Remainder and Remainders; and also all the Estate, Right, Title, Interest, Claim and Demand of him the said E. R. which he the said E. R. now hath, or ever had, or may, or ought to have, of and in All that Close, &c. And of all and singular other the Freehold Lands of the said E. R. lying, &c. with their, and every of their Appurtenances; and also all Deeds, Evidences and Writings whatsoever, touching and concerning the said Premisses only, or only any Part thereof, *To have and to hold* the said Reversion and Reversions, Remainder and Remainders, of, in, and to all and singular the said Premisses above mentioned, to the said F. R. his Heirs and Assigns, to the only proper Use and Behoof of him the said F. R. his Heirs and Assigns for ever, to be holden of the Chief Lord,

Lord, or Lords of the Fee or Fees of the same Premisses, by the Rents and Services therefore due, and of Right accustomed. *And* the said E. R. doth for himself, his Heirs and Assigns, covenant and grant to and with the said F. R. his Heirs and Assigns, that he the said E. R. hath not at any Time heretofore made any former or other Bargain, Sale, Gift, Grant, Leafe, Release, or Confirmation of the said Premisses hereby granted, or of any Part thereof, to any Person or Persons whatsoever. *And also* that he hath not made, done, acknowledged, or suffered any Statute, Recognizance, Judgment, Execution, or any other Act or Acts Thing or Things whatsoever, whereby or where-with the said Premisses, or any Part or Parcel thereof, shall, or lawfully may at any Time hereafter be extended or taken in Execution, or otherwise charged or incumbered; otherwise than by and with such Estate, as A. D. hath, or ought to have in the said Premisses for Term of her Life, and otherwise than by and with the ancient and accustomed Rents and Services due, and to grow due for the same Premisses from Time to Time to the Chief Lord, and Lords of the Fee and Fees, whereof the same Premisses are holden. Here add a Covenant for further Assurance. *In Witness, &c.*

A Bargain and Sale of Lands to be Enrolled.

THIS Indenture made, &c. Between J. D. of, &c. of the one Part, and T. E. of, &c. of the other Part; *Witnesseth*, That the said J. D. for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. E. the Receipt whereof the said J. D. doth hereby ac-

The Accomplish'd VOL. I.

of felling (that is to say) Yearly between the
Feasts of, &c. In Witness, &c.

A Bargain and Sale of a Reversion.

THIS Indenture made, &c. Between E. R. of, &c. of the one Part, and F. R. of, &c. of the other Part, Witnesseth, That the said E. R. for and in Consideration of the Sum of, &c. to him in Hand paid by the said F. R. at and before the Sealing and Delivery of these Presents, the Receipt whereof the said E. R. doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, release, and discharge the said F. R. his Heirs and Assigns, by these Presents, *batch* granted, bargained, sold, and confirmed, and by these Presents doth fully and absolutely grant, bargain, sell and confirm unto the said F. R. his Heirs and Assigns, *All* that the Reversion and Reversions, Remainder and Remainders; and also all the Estate, Right, Title, Interest, Claim and Demand of him the said E. R. which he the said E. R. now hath, or ever had, or may, or ought to have, of and in All that Close, &c. And of all and singular other the Freehold Lands of the said E. R. lying, &c. with their, and every of their Appurtenances; and also all Deeds, Evidences and Writings whatsoever, touching and concerning the said Premisses only, or only any Part thereof, *To have and to hold* the said Reversion and Reversions, Remainder and Remainders, of, in, and to all and singular the said Premisses above mentioned, to the said F. R. his Heirs and Assigns, to the only proper Use and Behoof of him the said F. R. his Heirs and Assigns for ever, to be holden of the Chief Lord,

Lord, or Lords of the Fee or Fees of the same Premisses, by the Rents and Services therefore due, and of Right accustomed. *And* the said E. R. doth for himself, his Heirs and Assigns, covenant and grant to and with the said F. R. his Heirs and Assigns, that he the said E. R. hath not at any Time heretofore made any former or other Bargain, Sale, Gift, Grant, Lease, Release, or Confirmation of the said Premisses hereby granted, or of any Part thereof, to any Person or Persons whatsoever. *And also* that he hath not made, done, acknowledged, or suffered any Statute, Recognizance, Judgment, Execution, or any other Act or Acts Thing or Things whatsoever, whereby or wherewith the said Premisses, or any Part or Parcel thereof, shall, or lawfully may at any Time hereafter be extended or taken in Execution, or otherwise charged or incumbered; otherwise than by and with such Estate, as A. D. hath, or ought to have in the said Premisses for Term of her Life, and otherwise than by and with the ancient and accustomed Rents and Services due, and to grow due for the same Premisses from Time to Time to the Chief Lord, and Lords of the Fee and Fees, whereof the same Premisses are holden. Here add a Covenant for further Assurance. *In Witness, &c.*

A Bargain and Sale of Lands to be Inrolled.

THIS Indenture made, &c. Between J. D. of, &c. of the one Part, and T. E. of, &c. of the other Part; *Witnesseth*, That the said J. D. for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. E. the Receipt whereof the said J. D. doth hereby ac-

knowledge, he the said J. D. *batb* granted, bargained and sold, aliened and confirmed; and by these Presents doth grant, &c. unto the said T. E. his Heirs and Assigns for ever, *All* that Close, or Parcel of Meadow Ground, commonly called or known, &c. containing, &c. now in the Tenure of, &c. bounded, &c. And also all Trees, Woods and Underwoods, Tythes, Commons, Common of Pasture, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Close of Ground above mentioned, belonging, or any wise appertaining, or in or upon the same Close growing, happening, or arising. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every Part thereof. And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said J. D. of, in, and to the same Premises, and every Part thereof. *To have and to hold* all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. E. his Heirs and Assigns, to the only proper Use and Behoof of the said T. E. his Heirs and Assigns for ever. *And* the said J. D. for him and his Heirs, the said Close, Tythes and Premises, and every Part thereof, against him and his Heirs, and against all and every other Person and Persons whatsoever, to the said T. E. his Heirs and Assigns, shall and will warrant, and for ever defend, by these Presents, *In Witness*, &c.

Gifts.

Gifts.

A Deed of Gift of Goods and Chattels.

TO all People to whom these Presents shall come, I B. C. of, &c: send Greeting. **K**now ye, That I the said B. C. for and in Consideration of the natural Love and Affection which I have, and bear unto my beloved Brother P. C. of, &c. And also for divers other good Causes and Considerations me hereunto moving, Have given and granted, and by these Presents do give, grant and confirm unto the said P. C. All and singular my Goods, Chattels, Leases, Debts, Ready Money, Plate, Jewels, Rings, Household-Stuff, Apparel, Utensils, Bras, Pewter, Bedding, and all other my Substance whatsoever, moveable and immoveable, quick and dead, of what Kind, Nature and Quality soever the same are, and in what Place or Places soever the same be, shall or may be found, as well in my own Custody or Possession, as in the Possession, Hands, Power and Custody of any other Person or Persons whatsoever; *To have and to hold* all and singular the said Goods, Chattels, Leases, Debts, and all other the aforesaid Premisses, unto the said P. C. his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever. *And* I the said B. C. all and singular the aforesaid Goods, Chattels and Premisses to the said P. C. his Executors, Administrators and Assigns, against all Persons do warrant, and for ever defend

fend by these Presents. And further, I the said B. C. have put the said P. C. in Possession of all and singular the Premisses aforesaid, by the Delivery unto him at the Sealing hereof, of one Piece of broad Gold, of the Coin of, &c. valued at, and passing for, &c. In Witness, &c.

*A Deed of Gift on Condition to pay Money, and
permit the Donor to enjoy during Life, &c. in the
Nature of a Will.*

THIS Indenture made, &c. Between M. J. of, &c. of the one Part, and S. J. of, &c. Son of the said M. of the other Part, Witnesseth, That the said M. J. as well for and in Consideration of the natural Love and Affection which she hath and beareth unto her beloved Son S. J. As also of the Sum of 5s. of, &c. to her in Hand paid by the said S. she the said M. J. Hath given, granted and confirmed, and by these Presents doth give, &c. unto her said Son S. J. All and singular her Goods, Chattels, Debts, ready Money, Plate, Jewels, Rings, Household-Stuff, Apparel, Utensils, Brass, Pewter, Bedding, and all other her Substance whatsoever, moveable and immovable, quick and dead, of what Nature, Kind, Quality and Condition soever the same are or be, and in what Place or Places soever the same shall be found, as well in her own Possession and Custody, as in the Custody or Possession of any other Person or Persons whatsoever, as they now are, or which at any Time hereafter, during the Life of her the said M. J. may be improved or increased; To have and to hold all and singular the said Goods, Chattels, Money, Debts, and all other the Premisses aforesaid, unto the said S. J. his

his Executors, Administrators and Assigns, to the only proper Use and Behoof of him the said S. J. his Executors, Administrators and Assigns for ever. *Provided* always, and upon Condition, that he the said S. J. his Executors, Administrators and Assigns, do and shall permit and suffer her the said M. J. to have, hold, use, occupy, possess and enjoy the said Goods, Chattels, Debts, Household Goods, and all and singular the Premisses above granted, for and during so long Time as she the said M. J. shall happen to live: *And also*, That he the said S. J. his Executors or Administrators, do and shall well and truly pay, or cause to be paid unto, &c. the Sum of, &c. immediately after the Decease of the said M. J. *And likewise* do and shall bear, pay and discharge the Funeral Expences, which shall be laid out and expended in the Burial of her the said M. J. to the Sum of, &c. at least, according to the true Intent and Meaning of these Presents. *And* the said M. J. for herself, her Executors and Administrators, doth covenant, grant and agree to and with the said S. J. his Executors and Administrators, that he the said S. J. his Executors and Administrators, by and under the Conditions aforesaid, and not otherwise, shall and may peaceably and quietly have, hold and enjoy all and singular the Goods, Chattels, Debts and Premisses aforesaid, in Manner aforesaid, without any Molestation, Hinderance or Interruption by any Person or Persons whatsoever, claiming under her, or by her Act, Means or Procurement. *In Witness*, &c.

A Gift

A Gift of Goods and Chattels, on Condition to pay Debts and Legacies.

KNOW all Men by these Presents, That I A. T. of, &c. Have given and granted, and by these Presents do give and grant, unto R. T. my Son, All my Leases, or Lands held by Lease for Years, and all my Goods and Chattels, both real and personal, moveable and immovable, quick and dead, of what Kind soever they be, and in whose Hands, Custody or Possession soever they are; To have and to hold unto the said R. T. and his Assigns, to him and their own proper Use and Behoof for ever: Upon Condition nevertheless, that the said R. T. do, and shall well and truly pay, or cause to be paid, all my Debts, of what Nature soever, and to whomsoever they shall or may be due: And also, That the said R. T. shall pay and perform, or cause to be paid and performed, All my Gifts and Legacies which I the said A. T. shall ordain and appoint by my last Will and Testament. In Witness, &c.

A Deed of Gift of Chattels, made to save the Donee harmless from Bonds entred into for the Debts of the Donor.

TO all People to whom these Presents shall come, I J. P. of, &c. send Greeting: Know ye, that I the said J. P. as well for the indemnity, discharge and saving harmless of R. B. of, &c. his Heirs, Executors and Administrators, of and from all Manner of Bonds and Writings Obligatory whatsoever, wherein the said

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said R. B. is and standeth bound with or for me
the said J. P. in any Sum or Sums of Money, to
any Person or Persons whatsoever; as also for
divers other good Causes and Considerations me
hereunto especially moving, *Have given, grant-*
ed, bargained, sold and confirmed, and by these
Presents do give, &c. unto the said R. B. All
and singular my Goods and Chattels whatsoe-
ver, as well real as Personal, of what Kind,
Nature and Quality, or Condition soever the
same are or be, and in what Place or Places so-
ever the same shall or may be found, as well in
my own Custody and Possession, as in the
Hands, Custody and Possession of any other
Person or Persons whatsoever: *To have and to*
hold all and singular the said Goods and Chat-
tels, and all other the Premisses, with the Ap-
purtenances, to the said R. B. his Heirs, Execu-
tors, Administrators and Assigns, to his and
their own proper Use and Uses for ever: And
I the said J. P. and my Heirs, all and singular
the said Goods and Chattels, and other the Pre-
misses, unto the said R. B. his Executors, Ad-
ministrators and Assigns, shall and will war-
rant, and for ever defend by these Presents.
Provided always, that if I the said J. P. my
Executors, Administrators or Assigns, or any of
us, do and shall from Time to Time, and at all
Times hereafter, clearly acquit and discharge,
*or otherwise sufficiently save and keep harm-
less the said R. B. his Executors, Administra-*
*tors and Assigns, and his and their Goods, Chat-*and**
tels, Lands, Tenements and Hereditaments, and
every of them, of and from all and singular
Bonds and Writings Obligatory whatsoever,
wherein or whereby the said R. B. at the Re-
quest, and for the Debt of me the said J. P. is

and standeth bound to any Person or Persons whatsoever, in any Sum or Sums of Money; and of and from all Manner of Actions, Suits, Charges, Troubles, Expences and Demands whatsoever, which shall or may on any Account hereafter happen, come, grow, or be to or against the said R. B. his Executors or Administrators, or any of them, for or by Reason or Means of the same Obligations, or Writings Obligatory, or any of them, or any Thing in them, or any of them, mentioned or contained, that then these Presents, and every Thing herein contained shall cease and be void, any Thing herein before contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

A Deed of Gift of Goods and Chattels made by an Administrator upon Trust, for Payment of Debts.

THIS Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part; *Witnesseth*, That the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said C. D. at and before the Sealing and Delivery of these Presents, the Receipt whereof he the said A. B. doth hereby acknowledge, &c. and for divers other good Causes and Considerations him hereto especially moving, *Hath* given, granted, bargained, sold and confirmed, and by these Presents doth give, &c. unto the said C. D. All the Jewels, Rings, Plate, Money, Household-Stuff, and other Goods and Chattels whatsoever, which he the said A. B. hath, or ought to have, or hath any Interest, Right or Title unto, as Administrator of the Goods and Chattels of the Lady

Lady D. S. deceased, late Sister of the said A. B. and all other the Jewels, Rings, Plate, Money, Household-Stuff, and other Goods and Chattels whatsoever of the said A. B. (wearing Apparel excepted:) To have and to hold the said Jewels, Rings, Plate, Money, Household-Stuff, and other Goods and Chattels before-mentioned, and every Part thereof (except as is herein before excepted) unto the said C. D. his Executors, Administrators and Assigns, as his own proper Goods and Chattels for ever; Upon special Trust and Confidence nevertheless, and to the Intent and Purpose, that the said C. D. his Executors, Administrators and Assigns, shall and will employ, and dispose of all and singular the Premises for, and towards the better Payment and Satisfaction of the Debts due from the said A. B. to, &c. and in discharge of a Mortgage made unto T. D. &c. and, &c. *In Witness, &c.*

A Deed of Gift of a Manor and Lands, from a Father to a Son.

THIS Indenture made, &c. Between R. B. the Elder, of, &c. of the one Part, and R. B. the Younger, of, &c. Son and Heir apparent of the said R. B. the Elder, of the other Part; Witnesseth, That the said R. B. the Elder, as well for and in Consideration of the natural Love and Affection which he the said R. B. the Elder hath and beareth unto the said R. B. the Younger, as also for the better Maintenance, Livelyhood and Preferment of him the said R. B. the Younger, Hath given, granted, aliened, enfeoffed and confirmed, and by these Presents doth give, &c. unto the said R. B. the

the Younger, his Heirs and Assigns, *All* that Capital Messuage or Dwelling House, formerly erected and built by, &c. with the Dove-house, Stable, Barn, Orchard, Garden, and several Closes of Pasture thereunto adjoining and belonging, commonly called by the Names of, &c. *And* all that the Manor, Capital Messuage, or Dwelling-house of, &c. All which Closes before particularly mentioned, are Parcel of, or reputed to be Parcel of, or belonging to the said Capital Messuages and Manor aforesaid, and are situate, lying and being in, &c. or in some or one of them, in the said County of, &c. and were heretofore in the Tenure or Occupation of S. A. of, &c. his Assignee or Assigns, and since in the Tenure or Occupation of the said R. B. the Elder, his Assignee or Assigns; all which said Premises were lately purchased by the said R. B. the Elder, of the said S. A. *And* all and singular the Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Courts, Curtilages, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Leafows, Feedings, Trees, Woods, Underwoods, Commons, Common of Pasture, Ways, Paths, Passages, Waters, Water Courses, Watering Places, Easements, Profits, Commodities, Royalties, Privileges, Franchises, Liberties, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Manor, Capital Messuages, Closes, Lands, Tenements, Hereditaments and Premises hereby mentioned, or intended to be granted, or to any of them, or to any Part or Parcel of them, belonging or in any wise appertaining, or therewithal commonly used, occupied or enjoyed, or accepted, reputed, taken or known,

known, as Part, Parcel, or belonging of or to the same. *And also* all other the Lands, Tenements and Hereditaments of him the said R. B. the Elder, situate, lying and being in, &c. wherein he is seized of any Estate of Inheritance. *And* the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises. And all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said R. B. the Elder, of, in and to the same Manor, Capital Messuages, Closes, Lands, Tenements and Premises, and of, in and to every Part and Parcel thereof, with their and every of their Appurtenances. *And* all Deeds, Evidences and Writings concerning the said Premises only, or only any Part thereof, now in the Hands or Custody of the said R. B. the Elder, or which he may get or come by without Suit in Law; together with true Copies of all other Deeds, Evidences and Writings concerning the said Premises only, or only any Part thereof amongst other Lands, the same Copies to be made and written at the Costs and Charges of the said R. B. the Younger, his Heirs or Assigns: *To have and to hold* the said Manor, Capital Messuages, Lands, Tenements, Hereditaments, and all and singular the Premises hereby granted and conveyed, or mentioned, or intended to be granted and conveyed, with their and every of their Appurtenances, unto the said R. B. the Younger, his Heirs and Assigns, to the only proper Use and Behoof of him the said R. B. the Younger, his Heirs and Assigns for ever. *And* the said R. B. the Elder, for himself, his Heirs, Executors and

and Administrators, doth covenant and grant to and with the said R. B. the Younger, his Heirs and Assigns, by these Presents, that he the said R. B. the Younger, his Heirs and Assigns, shall and lawfully may from henceforth, for ever hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Manor, Capital Messuage, Closes, Lands, Tenements, Hereditaments, and Premises hereby granted and conveyed, or mentioned, or intended to be hereby granted and conveyed, with their and every of their Appurtenances, free, clear and discharged, or well and sufficiently saved and kept harmless, of and from all former and other Gifts, Grants, Bargains, Sales, Jointures, Feoffments, Leases, Dowers, Estates, Entails, Rents, Rent-charges, Arrearages of Rents, Statutes, Judgments, Recognizances, Executions, Statutes Merchant, and of the Staple, Extents, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by him the said R. B. the Elder, his Heirs, Executors or Administrators, or any other Person or Persons lawfully claiming, or to claim, by, from or under him, them, or any or either of them. *In Witness, &c.*

Grants.

Grants.

A Grant of a Stewardship for Life.

TO all People to whom these Presents shall come, I T. S. of, &c. send Greeting. Know ye, That I the said T. S. for divers good Causes and Considerations me thereunto especially moving, have given and granted, and by these Presents do give and grant unto T. C. of, &c. the Office of Steward or Stewardship, and the keeping or Office of keeping all and all Manner of Courts Leet, Courts Baron, or Views of Frank pledge, of or for the Manors or Lordships of, &c. in the County of, &c. and every of them. And I do hereby make, ordain, constitute and appoint the said T. C. my chief and sole Steward of all and singular my Courts Leet, Courts Baron, and Courts of View of Frank pledge, within the Manors or Lordships aforesaid; To have, hold, exercise and enjoy, the Office of Steward or Stewardship, and the holding and keeping of all Manner of Courts usually held or kept within the said Manors or Lordships, and every of them, together with all Manner of Fees, Perquisites, Profits, Rewards and Advantages whatsoever to the said Office of Steward or Stewardship belonging or appertaining, or usually heretofore accustomed to be paid to and received by the Steward or Stewards thereof, for the Time being, or for or by reason of the said Office, unto the said T. C. by himself, or by his sufficient Deputy or

R

Deputies,

Deputies, for and during the Term of the natural Life of the said T. C. *In Witness, &c.*

A Grant of a Stewardship by a Nobleman during Pleasure.

TO all People to whom these Presents shall come, T. Lord M. Baron of, &c. sendeth Greeting. *Know ye,* That the said T. Lord M. in Consideration of the good and faithful Services already done and performed, and hereafter to be done and performed, by D. W. of, &c. Gent. and for divers other good Causes and Considerations him thereunto moving, *Hath* given and granted, and by these Presents doth give and grant unto the said D. W. the Office of Chief Steward of all and singular the Manors, Lordships, Lands, Tenements and Hereditaments whatsoever of him the said T. Lord M. within the Kingdom of *England*, whereof he is now seized, or at any Time hereafter shall or may be seized, or whereof any other Person or Persons whatsoever are now seized, or shall hereafter be seized, for the Use, Trust and Benefit of him, his Heirs, Executors or Assigns, of any Estate whatsoever: And also the holding and keeping of all Courts, Courts Leet, Views of Frank-pledge, and all other Courts, of what Kind soever the same be, now belonging or appertaining to him the said T. Lord M. or which hereafter shall belong to him, as being seized thereof, upon any Use, or by reason of any Trust of any Estate settled in any other Person or Persons for his Use, or in Trust for him, and which have been accustomed or used to be holden and kept within all and every, or any of the Manors, Lordships, Lands, Tenements

Tenements and Hereditaments of the said T. Lord M. which he now hath, or shall at any Time hereafter have, or which any other Person or Persons now have, or shall or may have, in Trust for him, his Heirs, Executors or Assigns, within the Kingdom of *England*, in such Sort, Manner and Form, and at such Place and Places, and at such Days and Times as such Courts, or any of them, have heretofore been usually kept and holden; *To have, hold and enjoy the said Office of Chief Steward and Stewardship of all and singular the Manors, Lordships, Lands, Tenements and Hereditaments of the said T. Lord M. which he, or any other Person or Persons whatsoever now have, or hereafter shall or may have, in Trust, or to the Use of him or his Heirs, or for any other Estate whatsoever; and the holding and keeping of all and all Manner of Courts usually held and kept within the same; together with all and all Manner of Fees, Rewards, Perquisites, Profits and Advantages whatsoever to the said Office of Chief Steward or Stewardship, of all and every the Manors, Lordships, Lands, Tenements and Hereditaments of him the said T. Lord M. aforesaid, belonging or in any wise appertaining, or at any Time heretofore accustomed and used to be paid, rendred or received, to or by the Chief Steward or Stewards there; for the Time being, for or by reason of the said Office or Stewardship, or being Chief Steward of the same, unto the said D. W. for and during the free Will and Pleasure of the said T. Lord M. In Witness, &c.*

A Grant of the Office of Clerk of the Peace.

TO all People, &c. I T. Lord, &c. send greet-
ing. Whereas his Majesty King George
hath by his Letters Patents under the Great
Seal of Great Britain nominated and appointed
me his Majesty's *Custos Rotulorum* of the County
of, &c. Be it therefore known to all Persons whom it
may concern, That I the said T. Lord, &c. being
fully inform'd and satisfy'd of the Learning and
Experience of A. B. of, &c. Gent. in the Laws
of this Realm, and of his Ability, Prudence
and Qualification, for the Execution of the Of-
fice of Clerkship of the Peace of the said Coun-
ty, in Pursuance of the Power and Authority to
me given by the Letters Patent aforesaid, and
by the Laws and Statutes of the Realm, and
to the Intent the said Office of Clerk of the
Peace may be well and duly executed by a Per-
son of Knowledge, Industry and Integrity, re-
siding in the same County. Have given and grant-
ed, and by these Presents do give and grant unto
the said A. B. of &c. the said Office and Clerk-
ship of Clerk of the Peace of the County of,
&c. aforesaid, and hereby nominate and appoint
him the said A. B. to the same, *To have, hold
and enjoy* the said Office by him or his sufficient
Deputy, and take and receive the Fees, Profits,
and Perquisites thereof for so long Time only
as he the said A. B. shall well and truly execute
and demean himself in the said Office, &c. Gi-
ven under my Hand, &c.

A Grant

A Grant or Deputation of a Bishop's Register.

TO all People, &c. I A. B. Publick Notary and Principal Register to the Bishop of &c. in and through the whole Dieceſs and Jurisdiction of, &c. ſend greeting. Know ye, that I the ſaid A. B. for divers good Caufeſ and Conſiderations me thereto moving, Have conſtituted and appointed, and by theſe Preſents do conſtitute, &c. C. D. of &c. to execute for me and in my Name the aforesaid Office of Register to the ſaid Bishop of &c. To hold the ſame during the Pleaſure of me the ſaid A. B. And I do hereby order, direct and authorize him the ſaid C. D. to receive and take to the Uſe of me the ſaid A. B. all the lawful Fees, Perquifites and Profits belonging or any ways appertaining to the ſaid Office, and alſo to do and execute all and every other lawful Acts and Things pertaining to the Office aforesaid, in as large and ample Manner as I the ſaid A. B. might, may or can do, at the Time of ſigning and fealing of theſe Preſents. *In Witness, &c.*

A Grant or Deputation of an Office abroad.

THIS Indenture made, &c. Between A. B. of &c. of the one Part, and C. D. of &c. of the other Part, *Witnesseth*, that the ſaid A. B. for the Conſiderations herein after mentioned, and for divers other good Caufeſ, &c. Hath granted and demifed, and by theſe Preſents doth grant and demife unto the ſaid C. D. the Office of Deputy Secretary of the Iſland of Barbadoes, &c. (the Office of Secretary of the ſaid Iſland being granted to him the ſaid A. B. by Letters Patente

from &c.) And the said A.B. doth constitute and appoint the said C.D. his lawful and sufficient Deputy of and in the said Office of Secretary of the said Island of *Barbadoes*, And doth grant to him the said C.D. the Fees, Profits, Perquisites and Advantages arising by virtue of the said Office. *To hold* the said Office and Fees, &c. unto the said C.D. his &c. from &c. for and during the Term of five Years, from thence next ensuing and fully to be compleat and ended, if he the said A.B. shall so long live: *Yielding and Paying* therefore yearly during the said Term, unto the said A.B. his Executors, Administrators and Assigns, the yearly Sum of 500*l.* at or upon &c. The first Payment thereof to begin on &c. And the said C.D. for himself, his Executors, &c. doth covenant and grant to and with the said A.B. his &c. that he the said C.D. shall and will, by and out of the Fees, Perquisites and Profits of the said Office, well and truly pay or cause to be paid unto the said A.B. his &c. during the said Term of five Years (if he the said A.B. so long live) the said yearly Sum of 500*l.* at the Times and Places by these Presents appointed for Payment thereof; And in case the said A.B. shall happen to die before the Expiration of the said Term, and between any of the said Feasts of, &c. That then he the said C.D. his &c. shall pay to the Executors of the said A.B. proportionably out of the said annual Sum, for the Time that the said A.B. shall die after any Feast or Day of Payment as aforesaid. And the said A.B. for himself, his Executors, &c. doth covenant and grant to and with the said C.D. his &c. That it shall and may be lawful to and for the said C.D. (on the Terms and Conditions aforesaid) to

to hold, execute and enjoy the said Office for the Term of &c. aforesaid, and receive and take all the Fees, Profits and Advantages thereof to his and their own proper Use and Benefit, without any Molestation or Disturbance of the said A. B. or any claiming from, by or under him. *Provided* always, and it is agreed by and between the said Parties to these Presents, that if the said A. B. shall be desirous to determine the Grant and Demise hereby made, and shall give to the said C. D. a Year's Notice thereot in Writing, that then after the Expiration of such Year after such Notice given, this present Grant and the Deputation herein contained shall cease and be void, And then and in such Case the said A. B. his &c. shall have and enjoy the said Office, and the Fees, Profits and Perquisites thereof, as in his former Estate, any thing herein contained to the contrary notwithstanding.

In Witness, &c.

A Grant of the next Presentation to a Parsonage.

TO all People, &c. I A. B. of &c. send greeting: *Know ye*, That I the said A. B. for good Causes and Considerations me thereunto moving, *Have given and granted, and by these Presents do give and grant unto C. D. of &c.* Clerk, the first and next Advowson, Nomination, Donation, Presentation and Disposition of the Rectory of &c. in &c. with all its Rights, Members and Appurtenances whatsoever, when it shall become void, either by the Death or Resignation of the present Incumbent, or otherwise. *In Witness, &c.*

*Another Grant of the next Presentation to a
Parsonage.*

TO all People, &c. T. A. of &c. Esq; the true and rightful Patron of the Rectory or Parish-Church of &c. in the County of &c. and Diocess of &c. sendeth greeting. Know ye, That the said T. A. for divers good Causes and Considerations hian thereunto moving, Hath given, granted and confirmed, and by these Presents doth, for him and his Heirs, give, grant and confirm unto R. L. of &c. his Executors, Administrators and Assigns, the first and next Advowson, Donation, Nomination, Presentation, free Disposition, and Right of Patronage, of and to the Parsonage, Rectory, or Parish-Church of &c. aforesaid, with full Power and Authority to and for the said R. L. his Executors, Administrators and Assigns, to present a fit Person to the said Rectory or Parish-Church, whensoever the same shall first and next happen to become void by the Death, Resignation, Ceilion, or Deprivation of &c. the present Incumbent thereof, or otherwise howsoever, And to do and perform all and every other Act and Acts, Thing and Things whatsoever, in order to the same, in as full, large and ample Manner, to all Intents and Purposes, as the said T. A. or his Heirs may, might or hereafter could have done, if this present Grant had not been made, freed and discharged, or otherwise, by him the said T. A. and his Heirs, well and sufficiently saved harmless and indemnified of and from all and all manner of former and other Gifts, Grants, or other Incumbrances whatsoever, whereby to defeat or make void this present Grant, had, made, committed,

committed, done or suffered, or to be had, &c. by the said T. A. his Heirs or Assigns, or by any other Person or Persons whatsoever, lawfully claiming from, by or under him, them or any of them. *In Witness, &c.*

A Grant of an Annuity.

THIS Indenture made, &c. Between E. A. of &c. of the one Part, and W. P. of &c. of the other Part, *Witnesseth*, That the said E. A. for and in Consideration of the Sum of &c. to him in Hand paid by the said W. P. the Receipt whereof is hereby acknowledged: *He* the said E. A. Hath given granted and confirmed, and by these Presents doth give, &c. unto the said W. P. and his Assigns, one Annuity or yearly Rent-charge of &c. to be received, taken, had, and to be issuing out of *All* that Messuage, &c. situate &c. and also out of &c. with all and singular the Hereditaments and Appurtenances thereunto belonging, or used as Part or Parcel thereof; *To have and to hold* the said Annuity or yearly Rent-charge of, &c. above mentioned, and every Part and Parcel thereof, unto the said W. P. and his Assigns, for and during the natural Life of him the said W. P. Payable and to be paid in and upon, &c. yearly, by even and equal Portions: *And* if it shall happen the said Annuity or yearly Rent-charge of, &c. or any Part thereof, to be behind and unpaid, in Part or in all, by the Space of one and twenty Days next after either of the said Days or Times for Payment thereof, whereon the same should or of Right ought to be paid as aforesaid; that then, and so often and at any Time thenceafter, it shall and may be lawful to and for the said W. P.

W. P. and his Assigns, into the said Premises, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, and the same in Pound to detain and keep, until the same Annuity and the Arrears thereof, (if any shall happen to be) together with all Costs and Charges thereabout, shall be fully paid and satisfy'd. *And the said E. A. for himself, his Heirs and Assigns, doth covenant and grant to and with the said W. P. his Executors, Administrators and Assigns, That he the said E. A. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said W. P. or his Assigns, the said Annuity or yearly Rent-Charge of &c. abovementioned, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents. And also, That the Messuages, Lands, Tenements and Hereditaments above mentioned, to be charged or chargeable with the said Annuity or yearly Rent-Charge hereby granted, shall from Time to Time be and continue overt and sufficient for the Payment of the said Annuity yearly, during the Life of the said W. P. In Witness, &c.*

A Grant of an Annuity out of Lands for Term of Life, with a Nomine Poene Distress, and Covenant for further Assurance.

*T*his Indenture made, &c. Between R. F. of, &c. of the one Part, and J. C. of, &c. of the other Part: *Witnesseth*. That the said R. F. in Consideration of, &c. Hath given and granted, and by these Presents doth, &c. to the said J. C. One Annuity or yearly Rent of &c. to be issuing

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issuing out of all that the Manor, &c. To have, hold, take and receive the said Annuity or yearly Rent of, &c. to the said J.C. and his Assigns, from henceforth, for and during the Term of the natural Life of the said J.C. To be yearly paid to the said J. C. or his Assigns, during the Life of the said J. C. at &c. on &c. the first Payment thereof to begin on &c. next coming. *And if it shall happen the said Annuity or yearly Rent of &c. or any Part thereof, to be behind and unpaid, in Part or in all, by the Space of, &c. next after either of the said Days or Times for Payment thereof, and whereon the same should or of Right ought to be paid as aforesaid; that then for every such Default of Payment thereof, or of any Part thereof, the said R. F. his Heirs and Assigns, shall forfeit and lose to the said J. C. his Executors and Assigns, the Sum of, &c. in Nomine Pene. And also, That then and at all Times, so often as any such Default shall happen, from thenceforth it shall and may be lawful to and for the said J.C. his Executors and Assigns, into the said Manor of &c. with the Appurtenances, or into any Part thereof, to enter and distrain, as well for the said Annuity and yearly Rent, and all Arrearages thereof, as also for all and every Pain and Pains aforesaid, so to be forfeited as aforesaid, and all Arrearages thereof, and all and every such Distress and Distresses in and upon the Premises, or any Part thereof, to be found, lawfully and quietly to take, lead, drive and carry away, and detain and keep, until the said Annuity or yearly Rent, and Pain and Pains aforesaid, and all Arrearages thereof, together with their Costs and Damages in that Behalf to be sustained, shall be fully paid and satisfy'd.*

satisfy'd. *And* the said R. F. for himself, his Heirs and Assigns, doth covenant and grant to and with the said J. C. his Executors, Administrators and Assigns, That the said Manor and Premisses above mentioned, shall remain, continue and be at all Times hereafter chargeable with, and liable to, all and every the Distress and Distresses of the said J. C. and his Assigns, there to be had and taken at any Time for Default of Payment of the said Annuity, and Pain and Pains aforesaid, to be forfeited as aforesaid, or any Part thereof, according to the Purport and true Intent and Meaning of these Presents. *And also*, That during the natural Life of the said J. C. the said Manor and Premisses shall be and continue of the clear yearly Value of, £c. over and above all Reprises. *And* that he the said R. F. now is true and lawful Owner of the said Manor of £c. with the Appurtenances, of a good, lawful and indefeasable Estate of Inheritance in Fee-Simple. *And further*, That the said R. F. and his Heirs, if it shall be found hereafter that the Assurance of the said Annuity by these Presents made shall not be a full and sufficient Assurance thereof to the said J. C. that then, upon Notice thereof given, and Request made to the said R. F. or his Heirs, by the said J. C. or his Assigns, the said R. F. and his Heirs shall, at his and their own Costs and Charges in the Law, make all and every such further and other Assurance and Assurances to the said J. C. of the said Annuity for the Term of his natural Life, as by him the said J. C. or his Counsel learned in the Law, shall be reasonably devised, advised and required. *In Witness*, £c.

A Grant

A Grant of an Annuity on Condition, in the Nature of a Mortgage.

THIS INDENTURE made, &c. Between J. I. of, &c. of the one Part, and R. D. of &c. of the other Part: Witnesseth, That the said J. I. for and in Consideration of the Sum of, &c. to him in Hand paid by the said R. D. at and before the Sealing and Delivery of these Presents, the Receipt whereof the said J. I. doth hereby acknowledge; he the said J. I. Hath given and granted, and by these Presents doth give and grant unto the said R. D. one Annuity or yearly Rent of, &c. issuing and going out of *All* those Messuages, Lands, Tenements and Hereditaments, lying and being in, &c. aforesaid, now in the Tenure of, &c. and out of all other the Lands, Tenements and Hereditaments whatsoever of him the said J. I. in, &c. aforesaid; To have, hold and enjoy the said Annuity or yearly Rent of, &c. and every Part and Parcel thereof, to the said R. D. his Heirs and Assigns, To the only proper Use and Behoof of the said R. D. his Heirs and Assigns for ever, Payable and to be paid at the Feasts of, &c. yearly, by even and equal Portions. And if it shall happen the said yearly Rent of, &c. or any Part thereof, to be behind and unpaid after any of the said Feasts or Days of Payment on which the same ought to be paid as aforesaid; then it shall and may be lawful to and for the said R. D. his Heirs and Assigns, into the said Messuages, Lands, Tenements and Hereditaments, and into every or any Part thereof to enter and distrain, and the Distress and Distresses there found, to lead, drive and carry away, and impound and detain, until he

he or they shall be of the said Annuity or yearly Rent so being behind, and the Arrearages thereof (if any be) fully satisfied, contented and paid. *And* the said J. I. for himself, his Heirs, Executors and Administrators, doth covenant, and Grant, to and with the said R. D. his Heirs, Executors, Administrators and Assigns, That he the said J. I. is and standeth seized of and in the Messuages, Lands, Tenements and Hereditaments in, &c. aforesaid, at the Time of Delivery of these Presents, of the clear yearly Value of, &c. over and above all Charges and Reprizes, of a good and perfect Estate in Fee-Simple; And that he hath in himself full Power and lawful Authority to charge the same with the said Annuity or yearly Rent of, &c. in Manner aforesaid; And that the same Messuages, Lands, Tenements and Hereditaments, shall be at all Times hereafter overt, and subject to the Distresses of the said R. D. his Heirs and Assigns, when he or they shall come to distrain for the said Rent, or any Part thereof behind. *And* that he the said J. I. his Heirs, Executors, Administrators and Assigns, shall and will at all Times hereafter keep, acquit, discharge or save harmless the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part thereof, of and from all Manner of Bargains, Sales, Jointures, Dowers, Statutes, Judgments, and all other Titles, Charges and Incumbrances whatsoever, in such Manner that the said R. D. his Heirs and Assigns, shall and may have and enjoy the said Annuity or yearly Rent of, &c. and every Part thereof, for ever peaceably and quietly, without any lawful Let or Interruption of any Person or Persons whatsoever. *And also,* That

That he the said J. I. and his Heirs, shall and will at all Times hereafter, upon the reasonable Request of the said R. D. his Heirs and Assigns, and at the Costs and Charges of the said J. I. his &c. make, do and execute, or cause or procure to be made, &c. all and every such further Act and Acts, Thing and Things in the Law whatsoever, for the further, better, and more perfect Assuring and sure making of the said Annuity or yearly Rent of, &c. to the said R. D. his Heirs and Assigns, as by the said R. D. his Heirs and Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised and required. *Provided* always, and it is agreed between the said Parties to these Presents, That if the said J. I. his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said R. D. his Executors, Administrators, or Assigns, at, &c. in and upon &c. the Sum of, &c. that then and from thenceforth the said Annuity or yearly Rent of, &c. and every Part thereof, shall cease, determine and be void. *And* that then the said R. D. his Heirs and Assigns, shall deliver up, or cause to be deliver'd up to the said J. I. his Heirs and Assigns, so paying the said Sum of, &c. this present Deed, and all other Assurances concerning the same Annuity, to be cancelled; any thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness*, &c.

A Grant

*A Grant of an Annuity or Rent-Charge during Life,
in Consideration of Service.*

THIS Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part: *Witnesseth*, That the said A. B. for and in Consideration of the good and faithful Service of the said C. D. heretofore done and performed, and for other good Causes and Considerations him hereunto especially moving, Hath given, granted and confirmed, and by these Presents for himself, his Heirs, Executors, and Administrators, doth give, grant and confirm unto the said C. D. one Annuity or yearly Rent of, &c. to be issuing, payable and going out of, &c. To have, hold, receive and take the said Annuity or yearly Rent of, &c. for and during the Term of his natural Life, &c. at the Feasts, &c. [Here a Clause of Distress as before.] And the said A. B. doth covenant and grant to and with the said C. D. That he the said A. B. at the Time of the Sealing and Delivery of these Presents, hath full Power, good Right, and lawful Authority, to charge the said Messuage, &c. with the Payment of the said Annuity or annual Rent of, &c. in Manner and Form aforesaid: And also, That the said Messuage, &c. and every Part thereof, now is, and so shall hereafter remain, continue and be, during the Term of the natural Life of the said C. D. as aforesaid, overt, chargeable, sufficient and liable to and for the Distress of the said C. D. for the Non-payment of the said Annuity or Annual Rent-Charge of, &c. and for the Arrearages thereof, if any shall happen to be. And further, That he the said A. B. his Heirs and Assigns,

signs, and all and every other Person or Persons which now are, or hereafter shall be seized of the said Messuage, &c. and of every or any Part or Parcel thereof, shall and will at all Times, during the natural Life of the said C. D. pay or cause to be paid unto the said C. D. the said Annuity or annual Rent of, &c. at the Times before in these Presents limited, according to the true Intent and Meaning of these Presents. *In Witness, &c.*

A Proviso for Revocation of the Grant of Annuity.

Provided nevertheless, and upon Condition, That if the said A. B. shall at any Time, during his natural Life, pay, or tender unto the said C. D. the Sum of One Shilling or more of, &c. with Intent and on Purpose to revoke, frustrate and make void the said Annuity or Grant thereof; that then and from thenceforth, this present Deed, and all and every the Gift, Grant and Limitation of the Rent aforesaid, and the said annual or yearly Rent so by these Presents given and granted, or mentioned to be granted, shall cease and be void, any thing herein contained to the contrary notwithstanding. *In Witness, &c..*

A Grant of a yearly Rent to one and his Heirs for ever.

This Indenture made, &c. Between H. B. of &c. of the one Part, and G. D. of &c. of the other Part. *Witnesseth*, That the said H. B. for and in Consideration of, &c. Hath given and granted, and by these Presents doth for him and his Heirs freely and absolutely give and grant unto the said G. D. one yearly Rent or Sum of

S

&c.

Ec. issuing and going out of all that Messuage, Ec. To have and to hold, receive and enjoy, the said yearly Rent of, Ec. unto the said G. D. his Heirs and Assigns for ever, To the only proper Use and Behoof of the said G. D. his Heirs and Assigns for ever, to be paid at or in Ec. at or upon, Ec. yearly, by even and equal Portions, the first Payment thereof to begin at the first of the said Days that shall happen next after the Date of these Presents. And if it shall happen Ec. (a Nomine Pene, and Clause of Distress.) And the said H. B. for himself, his Heirs, Executors and Administrators, doth covenant, and grant to and with the said G. D. his Heirs and Assigns, in Manner and Form following, (that is to say) That he the said H. B. for and notwithstanding any Act, Matter or Thing by him done or committed to the contrary, now hath full Power and lawful Authority to charge the said Messuage and Premisses, and every Part thereof, with the said yearly Rent and Sum of, Ec. And that the said Messuage and Premisses, and every Part thereof, notwithstanding any such Act as aforesaid, shall be and remain for ever hereafter sufficiently overt and liable to and for the Distress of the said G. D. his Heirs and Assigns, for the said Rent and Penalty, and all Arrearages thereof, according to the true Intent and Meaning of these Presents. In Witness, Ec.

A Grant of a Rent Charge to a Woman as a Jointure, and in Lieu of Dower, in the Nature of a Settlement.

*T*His Indenture made, Ec. Between J. H. of, Ec. of the one Part, and D. O. of, Ec. of the other Part: Whereas a Marriage is intended to

to be shortly solemnized between L. H. Son and Heir apparent of the said J. H. and the said D. O. And upon the Contract of the said Marriage it is agreed, That the said D. O. shall after the Decease of the said L. H. if she shall happen to survive him, be provided of a competent Income and Maintenance in Lieu and Recompence of her Jointure and Dower of and in the Lands, Tenements and Hereditaments, whereof the said L. H. shall hereafter happen to be seized during the Coverture between him and the said D. O. *Now this Indenture witnesseth*, That the said J. H. in Pursuance of the said Marriage Contract, *Hath given and granted, and by these Presents doth give and grant unto the said D. O. one Annuity or yearly Rent Charge of, &c.* to be issuing, going, and yearly payable unto the said D. O. and her Assigns, from and immediately after the Death and Decease of the said L. H. out of all that the Manor of, &c. *To have, hold and enjoy the said Annuity or yearly Rent of, &c. and every Part thereof, unto the said D. O. and her Assigns, from and immediately after the Death and Decease of the said L. H. for, and during the natural Life of the said D. O. in full of her Jointure and Dower as aforesaid, the said Annuity or Rent Charge to be paid unto the said D. O. and her Assigns yearly, at the four most usual Feasts or Terms in the Year, (that is to say) &c. the first Payment to be made, &c. And if it shall happen, &c. (a Clause *Namine Pans* and of Distress on Non-payment of the Rent Charge) And Covenants may be added to provide for the Children by further Annuities, with Clause of Distress, &c. *In Witness, &c.**

Articles.

**Articles of Agreement between an Attorney
and his Clerk.**

*Articles of Agreement, indented, made, concluded,
and agreed upon the Day of, &c. in the Year;
&c. Between G. J. of, &c. of the one Part, and
N. H. of, &c. of the other Part.*

Knoweth, Whereas the said N. H. hath placed
J. H. his Son, with the said G. J. as a Clerk,
with him to dwell for the Space of five Years,
to be accounted from the Date hereof, and hath
paid with him One hundred Guineas; It is therefore
covenanted and agreed in Manner following,
(that is to say.)

First, The said N. H. doth covenant with the
said G. J. that the said J. H. his Son, shall
faithfully serve him the said G. J. as his Clerk,
during the said Term, without itabesiling, or pur-
loiting any of the Estate, Money, Goods, Writ-
tings or Chattels of the said G. J. or any of his
Clients which shall be received by the said J. H.
or committed to his Care or Charge: And that
he shall not at any Time or Times absent himself
from his said Master's Service without his Con-
sent; or directly or indirectly disclose or make
known any Secrets, either of his said Master's or
his Clients, to their or either of their Prejudice,
but shall in all Things behave himself as a true
and faithful Servant or Clerk ought to do.

Item,

Item, That the said N. H. shall and will from Time to Time, during the said Term, find and provide for the said J. H. all manner of Apparel, both Linen and Woollen.

Item, The said G. J. for the Considerations aforesaid, doth covenant with the said N. H. that he shall and will, during the said Term, in the best Manner that he can, inform and instruct the said J. H. in the Profession of the Law, and Practice of an Attorney of the Court of King's Bench, at Westminster: And shall and will at the End of the said five Years (at the Request and Costs of the said N. H.) procure the said J. H. to be admitted one of the Entering Clerks in the Court of King's Bench, under the Prothonotary or chief Clerk of the said Court.

Item, That he the said G. J. shall and will, during the said Term, find and provide for the said J. H. competent and sufficient Meat, Drink and Lodging, and allow him 20 s. a Year for washing his Linen, and pay him 4 l. a Year, *ad wit*, 20 s. a Term, towards his Expences in finding himself with Cloathes.

Item, That in Case the said G. J. or the said J. H. shall happen to die within one Year next coming, that then he the said G. J. will repay to the said N. H. 80 l.; and if either of them shall happen to die after one Year, and before the End of two Years next, then he will repay 60 l. And in Case either of them shall happen to die after the End of two Years, and before the End of three Years next coming, then he will repay the Sum of 40 l. *In witness, &c.*

Articles between a Trading Merchant and his
Apprentice.

*Articles of Agreement made, &c. Between A. B.
of, &c. and C. D. and E. D: of, &c.*

WHEREAS the said A. B: in Consideration of the Affection which he hath and beareth to the said C. D. is contented to take the said C. D. to be his Servant in Merchandizing Affairs, and to employ him, as well in Parts beyond the Seas, as in the Kingdom of Great Britain, where the said A. B. shall or may hereafter have, or now hath Tradings and Dealings, for the Space of seven Years, to commence from, &c. And thereupon the said E. D. Father to the said C. D. doth Covenant and Grant, for himself, his Executors, Administrators and Assigns, to and with the said A. B. his Executors, Administrators and Assigns, in Manner following, (viz).

First, That the said C. D. his Son shall, during the said Term of seven Years (if he so long live) well, diligently and faithfully, to the utmost of his Power and Skill, serve him the said A. B. in his Trade of Merchandizing, and other his Affairs, in such Place and Places as he the said A. B. shall think fit to appoint: And that he the said C. D. at all Times hereafter, during the said Term, shall receive and take into his Charge and Custody, all such Goods and Merchandizes whatsoever, as by or for the Use or Account of the said A. B. shall be consigned or sent to him the said C. D. or which he shall be any ways intrusted with; And also sell, utter and dispose of the same Goods

Goods and Merchandizes, to the best Profit and Advantage he can for the said A. B. his Executors, Administrators or Assigns; And shall also, at all Times, during the said Term, follow and perform the Advice, Directions and Orders of the said A. B. which shall by Letter, or otherwise, be sent, given, or made known to him the said C. D. about or concerning the Merchandizing, and Business aforesaid.

Item, That the said C. D. shall, at the Charges of the said A. B. his, &c. provide and keep in due Order, Books of Accoumpts concerning his said Employment, according to the Custom of Merchants in such Cases, and shall deal justly, truly and faithfully, to and with the said A. B. his, &c. in all and every his Accoumpts, Reckonings, Bargains and Dealings relating to his said Business and Employment, And shall constantly, once in six Months, during the Term aforesaid, transmitt and give in, to the said A. B. his, &c. true Accoumpts of all the Businesses, Transactions and Dealings of him the said C. D. in the Premisses, and shall also send Letters of Advice to the said A. B. when abroad, of all Occurrences, wherewith it shall be proper for the said A. B. to be acquainted.

Item, It is agreed, That the said C. D. shall, from Time to Time, upon Request, produce and shew forth all his Books of Accoumpts, concerning his Dealings aforesaid, and make and give unto the said A. B. his, &c. a just true and full Account in Writing, of, for and concerning all and every such Goods, Wares, Money, Debts and Merchandizes, which shall come to the Hands or Charge of him the said C. D. or for which he should or ought to be accountable to the said A. B. his, &c. And also, That he

the said C. D. shall, within one Month next after such Accompt made and given in, well and truly pay and deliver unto the said A. B. his, &c. all and every such Goods, Wares, Money, Debts, and Merchandizes, and other Things whatsoever, as by, or upon the Foot of the said Accompt shall appear to be due and belonging to him the said A. B. his, &c. by or from the said C. D. *In Witness, &c.*

Articles between a High Sheriff, and Under Sheriff.

Articles of Agreement, indented, made, &c. Between A. B. of, &c. Esq; High Sheriff of the County of, &c. of the one Part, and C. D. of, &c. Gent. of the other Part, as followeth.

Imprimis, The said A. B. doth by these Presents Nominate and Appoint the said C. D. unto the Office or Place of Under-Sheriff of the County of, &c. aforesaid, *To hold, exercise and enjoy the said Office of Under-Sheriff, with the Fees, Profits and Advantages to the said Office belonging, during all the Time that the said A. B. shall continue and be High-Sheriff of the said County of, &c. aforesaid.*

Res, The said A. B. doth hereby covenant, promise, grant and agree to and with the said C. D. That it shall and may be lawful to and for the said C. D. *To hold, exercise and enjoy the said Office of Under-Sheriff, during such Time as he the said A. B. shall continue and be High-Sheriff of the said County: And also, to and for the said C. D. to nominate and appoint all such Clerks, Officers, Bailiffs, Ministers and Gaolers, which are needful and necessary*

sary for the due Execution of the said Office of Sheriff, and to take Bonds, or other Securities of the said Officers, Ministers and Gaolers, by him appointed in the Name of the said A. B. with Condition to be therein contained, for the true discharging their several Offices, Charges and Places; which Bonds and Securities the said A. B. his Executors and Administrators, shall not at any Time discharge or release, without the Consent of the said C. D. his Executors, Administrators or Assigns, unless compelled thereto by the Order or Decree of some Court of Law, or Equity; But shall and will, at the Costs and Charges in the Law of the said C. D. justify and avow all such Suits and Actions as shall be lawfully commenced and prosecuted upon any of them, against the said Parties, their Heirs, Executors or Administrators.

Item. The said C. D. in Consideration of the Premisses, doth for himself, his Heirs, Executors and Administrators, and every of them, covenant, promise, grant and agree, to and with the said A. B. his Executors and Administrators, by these Presents, That he the said C. D. his, &c. shall and will from Time to Time, and at all Times hereafter, save himself and keep indemnified the said A. B. his, &c. and every of them, and his and their and every of their Goods and Chattels, Lands and Fenerments, of and from all Actions and Suits, touching or concerning the said several Offices, Charges and Places, before in these Presents mentioned or intended; and all other Things that may or shall happen for or by reason of any of the said Actions or Suits whatsoever.

Item. The said C. D. doth further, for himself, his, &c. covenant promise and agree, to and

and with the said A. B. his, &c. That he the said C. D. shall and will from Time to Time, and at all Times hereafter, Cause, and procure to be well and truly executed, and due Execution to be made of all Manner of Writs, Mandates, Process, Warrants, and other Precepts whatsoever, to the said High Sheriff directed, within the County of, &c. And shall and will likewise cause the same, and every of them, to be truly and justly returned into the several Courts and Places from whence they shall respectively Issue, and where they shall and ought to be returnable; *And that the said C. D. his, &c.* shall and will from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said A. B. his, &c. and every of them, and his and their, and every of their Goods and Chattels, Lands and Tenements, of and from all and all Manner of Fines, Issues, Amerciaments, Actions, Damages and Losses whatsoever which shall or may happen, arise; or be set, imposed, levied, prosecuted or commenced at any Time or Times hereafter, upon or against the said A. B. his, &c. or any of them, or his or their or any of their Goods or Chattels, Lands or Tenements, for not executing, misexecuting, false or untrue Returning of the said Writs, Process, Warrants and Precepts aforesaid, or any of them, which shall come to the Hands of the said C. D. or any other of the said Clerks, Deputies, Ministers and Officers under him, or any other Person or Persons whatsoever so as aforesaid, to be nominated and appointed by the said C. D.

Item, The said C. D. doth for himself, his, &c. covenant, promise, grant and agree to and with the said A. B. his, &c. That he the said

said C. D. shall and will from Time to Time, and at all Times hereafter, collect and pay, or cause to be collected and paid, unto the several and respective Offices and Places where the same ought to be paid, to the Use of the King's Majesty, his Heirs and Successors, all such usual and annual Profits, Visconnteils, and all other Duties and Payments whatsoever, which, during the said A. B's Sheriffalty are or shall become due or payable; *And* likewise shall from Time to Time, and at all Times hereafter, truly and justly collect and levy, or do his utmost endeavour to collect and levy, or cause to be levied and collected, all such Debts, Sum and Sums of Money, and other Dues whatsoever, to the Use of the King's Majesty, his Heirs and Successors, for which he, or any other Officer or Officers to be appointed by him, as aforesaid, shall have any Writ or Writs, Proces, Warrants or Extents, out of any of the Courts at *Westminster*, the Courts of Grand Sessions, or Quarter Sessions of the said County of, &c. or elsewhere legally issuing; *And also* shall and will, from Time to Time, well and truly pay so much thereof, as he or any of the said Officers, or Ministers of the said High Sheriff, as aforesaid to be appointed by the said C. D. can or shall receive, unto such Place, and at such Times, as by the said Writ or Writs, Proceses, &c. shall be respectively limited and appointed; and if any Suit or Fine, Amerciament, and other Damage or Loss, shall be set, charged or imposed upon the said A. B. for or by reason of any Neglect, Default or Miscarriage, touching or concerning the Premisses in this Article mentioned, then and in such Case, he the said C. D. his, &c. shall and will, from Time to Time, and

and at all Times hereafter, thereof and therefrom save harmless and keep indemnified the said A. B. his, &c. and his and their Goods and Chattels, Lands and Tenements, of, from, touching and concerning the same, and every Part thereof.

Item, The said C. D. for himself, his, &c. doth also covenant, promise, grant and agree, to and with the said A. B. his, &c. by these Presents, That he the said C. D. his, &c. shall and will from Time to Time, and at all Times, save harmless and keep indemnified the said A. B. his, &c. and every of them, and his and their and every of their Goods, Chattels, Lands and Tenements, of and from all and all Manner of Escapes, Action and Actions, Suit and Suits, Damages and Losses whatsoever, which shall or may happen, and which shall or may at any Time or Times hereafter be commenced or prosecuted against the said A. B. his, &c. or any of them, or his or their or any of their Goods or Chattels, Lands or Tenements, for any Matter, Cause or Thing whatsoever, for, touching or concerning the said Officer of Sheriff, and for and concerning the Escape and Escapes of any Prisoner or Prisoners, out of the common Goal of the said County of, &c. after they shall be legally committed there, or out of the Custody of the said High Sheriff of the said County; and all and every other Action and Actions, Suit and Suits, for any Matter, Cause or Thing whatsoever, by or through the Means, Neglect, or other Default of the Gaoler thereof, or any of his under or other Officers concerning the Goal, or of the said Under Sheriff, or any Bailiff or other Officer, by the said C. D. to be appointed as aforesaid.

Item,

Item, The said C. D. for himself, his, &c. doth covenant, promise, grant and agree to and with the said A. B. his, &c. That whenever he, the said C. D. or any Bailiff or Bailiffs, Officer or Officers, or any other Person or Persons whatsoever, nominated or authorized by him, within the said County of, &c. shall levy, take and distrain, or seize any Person's Money, Goods, Chattels, Lands or Tenements, upon or by virtue of any Execution, or other Writ or Process whatsoever, to the Use of the King's Majesty, his Heirs or Successors, or any other Person or Persons whatsoever; That then he the said C. D. his, &c. shall and will well and truly pay, and answer the same, according to the Effect of such Execution, Writ or Process, as he, or any of his Officers, Ministers, or Persons aforesaid shall receive in that Behalf; and shall and will save harmless and indemnified the said A. B. his, &c. and every of them, and his and their and every of their Goods and Chattels, Lands and Tenements of and from the same; *And also*, That he the said C. D. at his own proper Costs and Charges, shall and will from Time to Time, and at all Times hereafter, pay and discharge all Fees, Fines, Charges and Expenses whatsoever, in all Courts and Places which are, or shall be charged on the High Sheriff, usually paid by the High Sheriff for the Time being, so as the said Fine or Fines be charged or imposed upon the said High Sheriff, by the Default or Miscarriage of the said C. D. or any other Officer or Officers, or other Person or Persons whatsoever, by him the said C. D. nominated and appointed as aforesaid.

Item, The said C. D. doth also for himself, his, &c. covenant, promise, grant and agree to

to and with the said A. B. his, &c. That he the said C. D. shall and will from Time to Time, and at all Times hereafter, during the Time the said A. B. shall continue and be High Sheriff of the said County of, &c. Personally repair unto the said A. B. upon reasonable Summons, and give his Attendance on the said A. B. upon any Riot, Insurrection or Rebellion, which shall or may happen; and shall and will likewise, at all Times, during the Time the said A. B. shall continue Sheriff, obey and keep the Orders of the said A. B. touching any Abuse and Misdemeanor, which may be done or committed concerning the said Office of Sheriffalty aforesaid; And the said C. D. doth also for himself, his, &c. Covenant, &c. to and with the said A. B. his, &c. That he the said C. D. his, &c. shall and will from Time to Time, and at all Times hereafter, at his and their own proper Costs and Charges, pass the said High Sheriff's Accompts, in his Majesty's Court of Exchequer, and in all Courts and other Places where the same ought to be done, being allowed the Sum of, &c. and shall and will procure, at his and their own proper Costs and Charges, to and for the said A. B a sufficient and legal *Quetus*, or Discharge, of, for and concerning the Office of Sheriffalty aforesaid, and deliver the same unto the said A. B. or his Assigns, within one Year next after the End of the said A. B's Office of Sheriffalty aforesaid.

Item. It is further covenanted, granted and agreed by and between the said Parties to these Presents, and it is hereby so declared by the said A. B. and C. D. That he the said C. D. his, &c. shall be chargeable with the Goal of the said County of, &c. and the Prisoners therein being;

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being; and also for and with the Escape and Escapes of all Prisoners out of the same, or out of the Custody of any Officer, or other Person to be appointed by the said C. D. and likewise for and with all Matters and Things belonging to the Charge, Duty or Place of a Gaoler thereof.

In Witness, &c.

Articles between a Surveyor of the Customs and his Deputy.

Articles of Agreement, indented, made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part.

Whereas her late Majesty Queen Anne, by Letters Patent under the Great Seal of Great Britain, bearing Date, &c. Did give and grant to the said A. B. the Office of Surveyor of the Customs in the Port of, &c. in as ample Manner as, &c. in the said Letters Patents mentioned, had enjoyed the same; and by the said Letters Patents did constitute the said A. B. Surveyor as well of, &c. as, &c. belonging to the said Port, *To have, hold and enjoy* the said Office to the said A. B. and his Substitute or Substitutes in that Behalf deputed, for and during the natural Life of the said A. B.

And whereas the said A. B. by virtue of the said Letters Patents, is sworn and admitted into the said Office, and he the said A. B. hath nominated, constituted and appointed the said C. D. to be his Deputy, to execute the said Office, during the Pleasure of him the said A. B. and to receive and take the Fees, Perquisites and Profits belonging thereunto, accounting with and

and paying the same to the said A. B. or to such Person or Persons as he shall direct and appoint.

Now therefore, The said C. D. doth for himself, his Executors and Administrators, covenant and agree to and with the said A. B. his Executors and Administrators, in Manner following (that is to say) First, It is agreed, that the said C. D. shall and will, with all speed that may be, enter upon the said Office, and continue in and execute the same, as Deputy to the said A. B. for so long Time only, and until he the said A. B. shall signify his Pleasure in Writing, and Notice thereof shall be given to him the said C. D. to the contrary; And that he the said C. D. during the Time of his Execution of the said Office, shall carefully and honestly, diligently and faithfully execute the same, and also shall and will receive, and take to the Use of him the said A. B. all the lawful Perquisites and Profits belonging to the said Office, which he the said C. D. can or may have, receive or obtain, and from Time to Time, when required by the said A. B. or such other Person or Persons as he, under his Hand and Seal, shall for that purpose appoint, give a true Accompt in Writing, under his Hand, of such Fees, Perquisites and Profits belonging to the said Office, which shall be had and received by him, or any Agent employed by him the said C. D. And also shall and will, if required by the said A. B. &c. make Affidavit, That the said Accompt so from Time to Time to be given by him the said C. D. to the said A. B. &c. is a true and just Accompt, and that neither he the said C. D. nor any other Person to his Knowledge, hath received any Fees, Perquisites or Profits

Profits belonging to the said Office, other than those mentioned in such Accomp^t; *And also*, that he the said C. D. shall, upon the Request of the said A. B. his, &c. pay to him the said A. B. &c. so much Money as shall appear to be due upon the Foot of such Accomp^t or Accompts, so to be given as aforesaid.

Item, It is agreed, That the said C. D. shall not nor will do, or cause or suffer to be done, any Act^t Matter or Thing whatsoever, whereby the said Letters Patents, or Office, may be any ways Forfeited, or the said A. B. in any Manner damaged or prejudiced in his Right or Title to the same, And also shall and will from Time to Time, and at all reasonable Times, permit and suffer the said A. B. or any Person or Persons authorized by him for that Purpose, to peruse the Books and Papers belonging to the said Office; And further shall, upon request of the said A. B. or on Notice in Writing from him to that Purpose, not only deliver up to the said A. B. &c. this present Authority, but also shall and will deliver up the quiet Possession of the said Office, and all Books, Papers, Records, Writings and Things whatsoever relating to, or thereunto belonging, unto him the said A. B. or to such Person or Persons as he, by any Writing under his Hand, shall direct and appoint to receive the same.

Item, It is agreed, by and between the said Parties to these Presents, And the said A. B. doth for himself, his Executors and Administrators, covenant and grant to and with the said C. D. his Executors and Administrators, That he the said A. B. shall and will, for so long Time as he the said C. D. shall execute the Office aforesaid by virtue of this present Authority,

rity, allow unto him the said C. D. the Sum of, &c. per Annum, Or, &c. Part of the Fees and Perquisites of the said Office; and shall allow the said C. D. the Sum of, &c. for Pens, Ink, Paper, and other Stationary Ware, to be used in the Office aforesaid, besides the Allowances of the Commissioners of the Customs for Clerks, to be employed under the said C. D. &c. all which Clerks are to be kept at the Costs and Charges of the said C. D. *In Witness,* &c.

Articles of Agreement about Watering of Meadows, and keeping of Flood-Hatches, &c.

Articles of Agreement, made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part.

Whereas there has lately arisen between the said Parties, divers Controversies and Disputes concerning the Use and Enjoyment of the Water running in a certain Brook, or Rivulet, commonly called, &c. for the overflowing, watering and improving of a certain Plot of Meadow Ground belonging to the said C. D. commonly called or known by the Name of, &c. in, &c. containing, &c. And likewise concerning the repairing and mending of the Hatches, commonly called or known by the Names of C. and E. set up by the said C. D. and A. B. between the said Meadow called, &c. and a Parcel of Meadow belonging to the said A. B. Now for the making a final End and amicable Conclusion of all the Controversies and Differences aforesaid, and for the asserting and assuring the several Rights of either of them the

the said Parties, in the future Use and Enjoy-
ment of the said Water to their mutual Benefit
and Advantage. It is hereby agreed and con-
cluded by and between the said Parties to
these Presents, and they the said A. B. and C.
D. do for themselves respectively (and not the
one for the other) and for their several and re-
spective Heirs, Executors and Administrators,
covenant, promise and grant to and with each
other, and the respective Heirs, Executors and
Administrators of the other, by these Presents,
in Manner and Form following; (that is to
say) *That* for and during so long Time as the
said C. D. shall think fit to keep the said Hat-
ches called C. for the watering of the said Meadow
called, &c. he the said C. D. his Heirs,
Executors and Administrators, shall and will
from Time to Time, and at all Times when,
and as often as Need shall require, at his and
their own proper Costs and Charges, well and
sufficiently repair, amend and maintain the said
Hatches called C. in such Manner as the same
may be useful as well to and for the watering,
overflowing and improving of the said Meadow
belonging to the said A. B. called, &c. as of
the said Meadow called, &c. belonging to the
said C. D. *And* that during all such Time as
the said Hatches called E. shall continue to the
Uses aforesaid, he the said A. B. his Heirs, Exe-
cutors and Administrators, shall and will from
Time to Time, and at all Times, when and as
often as Need shall require, at his and their
own proper Costs and Charges, well and suffi-
ciently repair, amend and maintain the said
Hatches called E. whereby the same may be
likewise useful for watering the said Meadow
called, &c. belonging to the said C. D. *And*

that they the said A. B. and C. D. their Heirs, Executors and Administrators, shall and may from henceforth, and at all Times, whilst the said Hatches shall remain and continue as aforesaid, peaceably and quietly use, have, take and enjoy the said Hatches for the watering, overflowing and improving their said respective Meadows, alternatively, for and by the Space of one Week for each and every three Acres in the said Meadows contained; (that is to say) the said C. D. shall and may use, have, take and enjoy the same three Weeks, for and in respect of the nine Acres contained in his said Meadow, and the said A. B. shall and may have, take, use and enjoy the same two Weeks, for and in respect of the six Acres in his said Meadow contained: And that as often in every Year, and in Turn as aforesaid, as Occasion shall require, without any the Lett, Hindrance, Molestation or Interruption of either of them, their or either of their Heirs, Executors or Administrators. *And also*, That such of them the said Parties, their Heirs, Executors or Administrators, who shall first cut and mow his or their respective Meadow in the Beginning of each and every Season, shall have the Preference and Liberty first to make Use of and enjoy the said Water and Hatches, during the Time hereby allotted and appointed as aforesaid, and afterwards the other alternatively in Manner as aforesaid. *And for the true Performance of this Agreement either of them the said Parties doth bind himself, his Heirs, Executors and Administrators, unto the other Party, his Heirs, Executors and Administrators, in the penal Sum of 100 l. of, &c. firmly by these Presents. In Witness, &c.*

Articles

Articles of Agreement for digging of Coals, with
good Covenants.

*Articles of Agreement indented, made, &c. Be-
tween J. M. of, &c. of the one Part, and
E. A. of, &c. and W. N. of, &c. of the other
Part, as followeth (viz.)*

Imprimis, the said J. M. for and in Consideration of the Rents, Covenants and Agreements herein after mentioned, on the Part and Behalf of the said E. A. and W. N. to be paid, observed and performed, He the said J. M. bath given and granted, and by these Presents doth give, &c. unto the said E. A. and W. N. their Executors, Administrators and Assigns, full and free Liberty and Licence from Time to Time, and at all Times for and during the Term of 21 Years now next coming, to search, dig and Mine for Coals in the Grounds of him the said J. M. lying in, called, &c. now in the Possession of, &c. and to dig and sink Pits therein; And in order thereunto, to drive and draw a Level for draining and carrying away the Water from Time to Time, arising in any of the said Grounds, which shall or may annoy, hinder or obstruct the working of any Mines therein; and also to land the Coals by them there to be found and digged, as aforesaid, and to convert the same to their own Use.

Item, Each of them the said E. A. and W. N. in Consideration of the Premises for himself severally and apart, and not jointly, and for his several Executors and Administrators, doth hereby severally covenant and grant to and with the said J. M. his Heirs and Assigns, That they the said E. A. and W. N. shall and will, well and

truly, pay or cause to be paid unto the said *J. M.* his Heirs or Assigns for every Eight Shillings worth of Coals that shall be digged or found in, or landed upon any of the said Grounds by them the said *E. A.* and *W. N.* or either of them, or by any other Person, by their, or either of their Order, Permission, Privity or Consent, the Sum of one Shilling clear of, and over and besides all Taxes, Reprizes, and other Charges whatsoever, either ordinary or extraordinary, and so proportionably for whatsoever Quantity of Coals shall be digged or landed in or upon the said Premisses, or any Part thereof. *And also,* That they the said *E. A.* and *W. N.* their Executors, Administrators and Assigns, shall and will not only permit and suffer any Person or Persons, as shall be from Time to Time appointed by the said *J. M.* his Heirs and Assigns, to take an Account of all Coals that shall be landed on any of the said Grounds, but also shall and will employ such Person, and Weekly pay him such, and the like Wages, as shall be by them, or either of them, paid to any other Land Workmen there; so as such Person so appointed be an able Land Workman for digging for, or landing the said Coals, and so as he do and shall perform the Work and Service of a Land Workman, as other Workmen so employed usually perform and do: *And further,* that to the End and Intent the said *J. M.* his Heirs and Assigns, shall and may have from Time to Time, just and true Accounts of all such Coals as shall be landed on the said Premisses, or any Part thereof; it shall and may be lawful to and for him the said *J. M.* his Heirs and Assigns, and for such Person or Persons as he shall for that Purpose appoint, to inspect the Books of Accomps kept

kept of, for or about the said Coal Work, and at his Costs to transcribe, or take Copies of such Part thereof, as he or they shall think fit.

Item, Each of them the said *E. A.* and *W. N.* doth hereby severally covenant and grant to and with the said *J. M.* his Heirs and Assigns, that they the said *E. A.* and *W. N.* shall and will at their own Costs and Charges, at the Determination, or ceasing of their Term, Liberty and Licence hereby granted, not only remove and carry away out of the said Grounds, all the Earth, Stone, and other Rubbish that shall then be or remain thereon; But also shall and will fill all and every the Pit and Pits that they or either of them shall make therein, and level and lay even the same with other Parts of the Ground there. And shall and will, within six Months after the End of the said Term, sufficiently make and amend such Fences and Hedges as shall be broken down, or spoiled by the Means aforesaid. Provided always, and it is agreed by and between the said Parties to these Presents, that if at any Time hereafter the said *E. A.* and *W. N.* or either of them, shall forbear or omit to dig for, or land Coals, as aforesaid, by the Space of six Months after the Levels once broke up in the said Ground at any one Time together, that then and from thenceforth the Liberty and Licence hereby given and granted, shall cease, determine, and be utterly void, to all Intents and Purposes whatsoever, any Thing herein contained to the contrary notwithstanding. And that then, and in such Case, it shall and may be lawful to and for the said *J. M.* his Heirs and Assigns, to dig, or cause Coals there to be digged and landed; and the same to have and dispose to his own Use, and for so doing to have

the Benefit and Advantage of the Level or Levels prepared or made for draining the Water out of the said Mines. *And further, that in Case the said Work shall be continued to the End of the said Term, or as long as Coals can or may be found in or upon the said Premisses, or any Part thereof, that then all such Levels and Drains, as shall have been made in or upon the said Premisses, shall and may remain unaltered as long as the said E. A. and W. N. shall think necessary for draining any other Work of theirs. Provided always, and so as the said E. A. and W. N. their Executors, Administrators and Assigns, shall well and sufficiently preserve, maintain and keep the Lands of the said J. M. and the Tenants thereof, from all Damages that may happen or accrue by Means of the Contiuance of such Levels and Drains.* *In Witness, &c.*

Articles for Conveying of an Estate.

Articles of Agreement made, &c. Between E. L. of, &c. and M. his Wife, sole Daughter and Heir of W. W. late of, &c. of the one Part, and J. B. &c. of the other Part.

W^Hereas the said W. W. was in his Life-time seized in Fee, or some other Estate of Inheritance of and in All that Messuage, &c. lying, &c. which said Messuage and Premisses with the Appurtenances by the Death of the said W. W. are descended and come unto the said M. Wife of the said E. L. as sole Daughter and Heir of the said W. W. Now these Presents witness, That the said E. L. and M. his Wife, do for themselves, their Heirs, Executors and Administrators, covenant, promise and agree to and with

with the said J. B. that they the said E. L. and M. his Wife, for and in Consideration of the Sum of, &c. to be paid as herein after is mentioned, shall and will, at or before, &c. next ensuing the Date hereof, at the Costs and Charges in the Law of the the said J. B. make a good, perfect and absolute Estate in Fee-Simple of the said Messuage, &c. whether by Fine or otherwise, as by the said J. B. or his Counsel shall be advised. *And* the said J. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said E. L. his Heirs, Executors and Administrators, that upon the making of such Assurance of the said Premises, as aforesaid ; and the acknowledging of a Fine by the said E. and M. in such Manner, as the said J. B. shall be advised, that he the said J. B. shall and will pay, or cause to be paid unto the said E. L. the full Sum of, &c. *In Witness, &c.*

Articles of Agreement for the Assignment of the Remainder of a Term of Years, to attend the Fee.

Articles of Agreement made, &c. Between I. A. of, &c. of the one Part, and S. F. of, &c. of the other Part.

I *Mprimis*, Whereas by Indenture bearing Date, &c. made, or mentioned to be made, between T. S. of, &c. of the one Part, and I. C. of, &c. of the other Part ; the said T. S. for the Considerations therein mentioned, did demise and grant unto the said I. C. All that Messuage, &c. situate, &c. together with all Ways, Passages and Appurtenances thereunto belonging ; *To have and to hold the said Messuage or Tenement and Premises, with the Appurtenances, unto*

unto the said I. C. his Executors, Administrators and Assigns, from, &c. unto the full End and Term of Twenty one Years, from thence next ensuing, At and under the yearly Rent of, &c. payable, &c. as in and by the said Indenture of Lease, Relation being thereunto had, more at large may appear. *And whereas* the Estate and Interest of the said I. C. in and to the said Premises, for the Remainder of the said Term of Twenty one Year, is by mean Assignments come unto, and legally vested in the said I. A. *And whereas* the said T. S. hath since conveyed the Inheritance of the said Premises unto the said S. F. and his Heirs. Now it is hereby agreed by and between the said Parties to these Presents, and the said I. A. for himself, his Executors, Administrators and Assigns, doth covenant, grant and agree to and with the said S. F. his Executors and Administrators, by these Presents, that he the said I. A. and all other Person and Persons, having or claiming any Estate, Title or Interest in the said Premises by, from or under him, or the said I. C. shall and will, on or before, &c. next, for the Considerations hereafter mentioned, grant, bargain, sell, assign and set over unto the said S. F. his Executors, Administrators and Assigns, or to such other Person or Persons as he shall appoint, the said recited Indenture of Lease, and all his and their Estate, Title, Interest, Term of Years yet to come and unexpired, claim and demand whatsoever in and to the said Messuage, or Tenement and Premises, with the Appurtenances, by virtue of the said recited Indenture of Lease or otherwise howsoever, by such Conveyance as Counsel shall advise.

In Consideration of which Assignment, the said

S. F.

S. F. doth hereby covenant, promise and agree to pay or cause to be paid unto the said I. A. his Executors, Administrators or Assigns, the Sum of, &c. on the said Day, &c. next, deducting thereout all such Sum and Sums of Money, as are due and in Arrear unto the said S. F. of the said yearly Rent of, &c. payable by the said recited Indenture of Lease, until, &c. next, which the said I. A. doth hereby promise and agree, shall be thereout deducted accordingly.
In Witness, &c.

Articles of Agreement for Sale of a Manor,
 &c. and for levying a Fine thereof; And
 that the Mortgagees shall assign their E-
 states, &c.

*Articles of Agreement indentured, made, &c. Between
 Sir G. B. of, &c. Baronet, of the one Part, and
 J. N. of, &c. Esq; of the other Part.*

I M^Y self, It is agreed between the said Parties,
 and the said Sir G. B. doth hereby covenant
 and agree to and with the said J. N. and his
 Heirs, for and in Consideration of the Sum of,
 &c. to be paid in such Manner as herein after
 is mentioned, to grant, bargain, sell and convey
 unto the said J. N. and his Heirs, All that the
 Manor and Lordship of, &c. with the Rights,
 Royalties, Members and Appurtenances thereof,
 in the said County of, &c. And also all that, &c.
 and all and singular the Messuages, Farms, Lands,
 Meadows, Pastures, Woods, Wood Grounds,
 Wastes, Heaths, Furzes, Moors, Marshes, Wa-
 ters, Fishings, Fishing Places, Courts, Court Leets,
 Profits, Commona, Commodities, Hereditaments
 and Appurtenances whatsoever, to the said Ma-
 nor

nor and Lordship, &c. and every or any of them belonging or appertaining, or therewithal used, occupied or enjoyed, or accepted, reputed, deemed or taken, as Part, Parcel or Member thereof, or of any Part thereof; *And* all other the Manors, Messuages, Farms, Lands, Rents, Meadows, Pastures, Woods, Wood Grounds, Commons, Tenements and Hereditaments whatsoever, whereof the said Sir G. B. or any Person or Persons in Trust for him, standeth or stand seized, situate, lying or being within the Towns, Fields, Parishes, Hamlets, Precincts and Territories of, &c. in, &c.

And the said Sir G. B. doth hereby also covenant with the said J. N. that he the said Sir G. B. and M. his Wife, shall and will, on or before, &c. now next ensuing, levy a Fine, and make such further Assurance of all and singular the Premisses above mentioned unto the said J. N. his Heirs and Assigns, as shall be reasonably advised or required: *And* that the Trustees and Mortgagees of the said Estate shall assign their Estates and Mortgages in and upon the said Premisses to the said J. N. his Heirs, Executors, or Administrators, or to such as he or they shall appoint.

And the said J. N. doth hereby for himself, his Heirs, Executors and Administrators, covenant, grant and agree to and with the said Sir G. B. that he the said J. N. in Consideration thereof, shall and will pay the Sum of, &c. in Manner following, (that is to say) the Sum of &c. Part thereof to, &c. on, &c. in discharge of the Mortgages now upon the said Estates, the said, &c. assigning his Mortgage to the said J. N. or to such Person or Persons as he shall appoint, and the Sum of, &c. residue of the said, &c. to the said

said Sir G. B. in full for the Purchase of the
Manor and Premisses above mentioned.

And it is hereby mutually agreed by and be-
tween the said Parties to these Presents, that the
said J. N. his Heirs or Assigns, shall and may
enter into and upon, and take Possession and re-
ceive the Rents and Profits of all and singular
the said Premisses above-mentioned, at, &c. next
ensuing the Date of these Presents.

And it is hereby further agreed, that the Costs
and Charges of Suit (if any be) in procuring a
good Conveyance from the said Sir G. B's Trus-
tees or Mortgagees, is to be deducted and allow-
ed out of the last Payment of the said Sum of
&c. to the said Sir G. B. And that the said J. N.
his Heirs, Executors or Administrators, shall
have Liberty to make Use of the Name of the
said Sir G. B. in any Suit or Suits for that Pur-
pose. *In Witness, &c.*

**Articles of Agreement for holding a Farm
one Year, at a Rack-Rent made to an Un-
dertenant.**

*Articles of Agreement made, &c. Between W. G. of,
&c. of the one Part, and W. W. of, &c. of the
other Part, as followeth, viz.*

Imprimis, the said W. G. for himself, his Exe-
cutors, Administrators and assigns, doth co-
venant, and grant to and with the said W. W.
his Executors, Administrators and Assigns, by
these Presents, That (for and under the Rent
and Covenants herein after mentioned, and re-
served on the Tenant's Part and Behalf to be
paid and performed) It shall and may be lawful
to and for the said W. W. his Executors, Admi-
nistrators

nistrators and Assigns; to have, hold, possess, and enjoy, All that Farm commonly called or known by the Name of, &c. situate, &c. with all the Houses, Out-houses, Buildings, Barns, Stables, Arable Lands, Meadows, Pastures, Sheep-slights, Commons, Common of Pasture, and all and singular other the Appurtenances, as the same now is, or late was in the Possession of the said W.G. (one Close, &c. and all the Coppice, Woods and Underwood belonging to the said Farm, excepted and always reserved) from, &c. next ensuing the Date of these Presents, for and during, and unto the full End and Term of one whole Year, from thence next ensuing, and fully to be compleat and ended, without any the Let, Hindrance, Molestation or Denial of him the said W.G. or any other Person or Persons whatsoever, claiming under him. And also, that he the said W.G. shall and will indemnify, and save harmless the said W.W. of and from all and all Manner of Taxes, Impositions and Payments, both ordinary and extraordinary, whatsoever, which during the said Term, shall be laid or imposed upon the said demised Premises, or any Part thereof. And likewise shall and will allow, or cause to be allowed unto the said W.W. within the said Year, 500 of Faggots, and two Loads of Plock-wood, and convenient Plow-bette, by Assignment, and not otherwise; and that it shall and may be lawful to and for the said W.W. to take and carry off the Hay that shall grow on the said Farm and Premises, during the Term hereby granted at the End and Expiration of the said Term. And shall and may also hold and enjoy all that Close called, &c. Parcel of the said Farm, for the spending of the Straw that shall grow upon the Premises until

until the third Day of *May* next after the Expiration of the said Term, and the Barns and Back-side belonging to the Premisses, until the 24th Day of *June* then next following.

Item, The said W. W. for himself, his executors, Administrators and Assigns, doth covenants, and grants to and with the said W. G. his Executors, Administrators and Assigns, by these Presents, That he the said W. W. shall and will well and truly pay or cause to be paid unto the said W. G. or his Assigns, the Rent or Sum of, &c. at or upon the Feasts of, &c. next ensuing the Date of these Presents, by even and equal Parts and Portions: *And* shall and will also pay or cause to be paid unto the said W. G. his Executors or Assigns, the further Sum of, &c. for each and every Acre of Meadow or Pasture Ground, belonging to the said Farm, which he the said W. W. his Executors or Assigns, shall plough, break up, or convert to Tillage, over and above the Rent before reserved. *And also* shall and will keep the Fences belonging to the said Premisses which now are or hereafter shall be made in good and sufficient Repair; and the same so repaired (together with all and singular the before granted Premisses) shall and will at the End of the said Term hereby granted, peaceably and quietly leave and yield up unto the said W. G. his Executors or Assigns. *And further* that he the said W. W. shall and will in good Husband-like Manner, spend and employ all the Straw, Compost and Soil, which now is or hereafter shall arise, grow, or be made upon the said Farm and Premisses, upon such Part or Parts of the said Farm as shall be most convenient.

And

And lastly, The said W. W. for himself, his Executors and Administrators, doth covenant, and agree, to and with the said W. G. his Executors and Administrators, by these Presents, that he the said W. W. his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said W. G. his Executors or Assigns, the full Sum of, &c. in Manner and Form following, (that is to say) the Sum of, &c. in Hand, at and before th'ensealing and delivery of these Presents; and, &c. the Remainder thereof at or upon, &c. next, in full Payment and Satisfaction of, and for the Wheat now sown upon the Farm, &c. *In Witness,* &c.

Articles of Agreement in Consideration of a Marriage for settling the Wife's Estate, consisting of Lands in Fee-Simple, and Terms for Years, and for paying the Wife a Sum of Money in lieu of a Jointure, &c.

Articles of Agreement Tripartite, indented, made, &c. Between T. W. of, &c. of the first Part, I. W. Spinster, Daughter of, &c. of the second Part, and A. W. of, &c. and J. L. of, &c. of the third Part, as followeth, viz.

W^Hereas the said I.W. by Virtue of the Will of, &c. or otherwise, is seized to her and her Heirs in Fee-Simple of and in certain Messuages or Tenements, with the Appurtenances, situate and being in, &c. And whereas the said I. is also possessed or interessed for the Remainder of a Term of 99 Years, if the said I. &c. or either of them shall live so long, of and in all that Messuage or Tenement, with the Appurtenances

purtenances, situate in, &c. in the Possession of, &c. by Virtue of one Indenture of Lease thereof, granted to the said I. by &c. *And whereas* a Marriage is intended (by God's Grace) shortly to be had and solemnized between the said T. W. and I. W. with whom the said T. W. is to have and receive 500l. in Money, over and besides the Houses above-mentioned, as and for her Marriage Portion: *It is therefore covenanted and agreed by and between the said Parties to these Presents in Manner following, viz.*

Imprimis, The said T. W. for himself, his Heirs and Assigns, doth covenant and grant to and with the said A. W. and J. L. their Heirs and Assigns, that they the said T. W. and I. his intended Wife, in Case the said intended Marriage shall take Effect, shall and will within six Months after the said intended Marriage shall be had and solemnized, by Fine and other good and sufficient Conveyances in the Law, settle and assure all such Messuages and Tenements whereof she is seized, as aforesaid, with the Appurtenances, to the Use and Behoof of the said T. W. and his Assigns during the Term of his natural Life, and from and after the Determination of that Estate, then to the Use and Behoof of the said A. W. and J. L. their Heirs and Assigns, during the natural Life of the said T. W. In Trust to preserve and support the contingent Remainders herein after limited: *And from and after the Decease of the said T. W. then to the Use and Behoof of the said I. his now intended Wife, for and during the Term of her natural Life: And from and after her Decease, then to the Use and Behoof of the Heirs of the Body of the said I. by the said T. W. lawfully to be begotten; And for Default of such Issue, then to the Use and Behoof of the said I.*

U

her

her Heirs and Assigns for ever ; and to and for none other Use, Intent or Purpose whatsoever.

Item, The said T. W. doth for himself, his Heirs and Assigns, further covenant and grant to and with the said A. W. and J. L. their Heirs and Assigns, that he the said T. W. and the said I. his intended Wife, shall and will by like good and sufficient Conveyances in the Law, settle and affere the said Messuage or Tenement, with the Appurtenances above-mentioned, to be situate, &c. in the Possession of, &c. in such Manner as that the same may be held and enjoyed, and the Rents and Profits thereof may be had, received and taken by the said T. W. and his Assigns, during so many Years of the said Term as he shall happen to live. And from and after his Decease, then by the said I. his intended Wife, and her Assigns, for and during so many Years of the said Term as she shall happen to live ; and from and after her Decease, then by such Children of the said I. by the said T. W. lawfully to be begotten, in such Manner as it may not be in the Power of the said T. W. to defeat such their Issue : And for Default of such Issue, then by the Executors and Administrators of the said I. And upon none other Trust, and to or for none other Intent or Purpose whatsoever.

Item, Forasmuch as the said T. W. is not at present seised or possessed of an Estate sufficient to make a Jointure for the said I. his intended Wife, equivalent to her said Fortune, the said T. W. doth for himself, his Heirs and Assigns, covenant and grant to and with the said A. W. and J. L. their Heirs and Assigns, that in Case the said intended Marriage shall take Effect, and he the said T. W. shall happen to die in the Lifetime of the said I. that then he the said T. W. shall

shall and will by his last Will, or otherwise, give and assure unto the said I. W. the Sum of 500*l.* of, &c. or the full Value thereof in Lands, Tenements, Goods or Chattels, to be at her own proper Disposal, and to be by her received and taken to her own separate Use and Benefit. *In*
Witness, &c.

**Articles of Agreement, giving a Wife Power
after Marriage to dispose of her own Estate
as she shall think fit, and to recover Depts,
give Releases, &c. without her Husband.**

*Articles of Agreement Tripartite, indented, made,
&c. Between R. S. of, &c. of the first Part,
H. K. of, &c. of the second Part, and R. L. of,
&c. H. J. of, &c. and J. K. of, &c. of the third
Part.*

I Mprimis, Whereas the said H. K. either in her own Right, or as Executrix of her late Husband W. K. deceased, stands possessed of and interested in several Messuages, Lands, Tenements, Goods and Chattels, and several Debts owing to her by Bond and simple Contract: *And where- as a Marriage is intended (by the Grace of God) to be shortly had and solemnized between the said R. S. and H. K.* It is therefore agreed, by and between the said Parties to these Presents, in Manner and Form following; (that is to say)

First, That the said H. K. shall and may, after Solemnization of the said Marriage, alone and separate from her said intended Husband, let and set all the Lands and Tenements whereof she is seized, possessed, or intitled unto, and from Time to Time, during the intended Coverture, have, receive and take to her own separate Use and

Benefit, the Rents and Profits thereof, and her Receipts therefore shall be from Time to Time a good Discharge to the Persons paying the same ; And may also mortgage, sell and dispose of her Lands : In which Morgages or Sale, the said R.S. shall join for making the same effectual, but not covenant further than against himself.

Item, That the said H. K. alone, and separate from her said intended Husband, shall and may receive to her separate Use all Debts owing to her, and that her Receipts alone shall from Time to Time be a sufficient Discharge to the Persons paying the same ; and in Case any Person or Persons shall neglect or refuse to pay any Debts or Sums of Money owing to her as aforesaid, it shall be lawful for her the said H. to use the Name of the said R. S. in any Action or Suit to be brought for Recovery thereof, so as the said R. S. shall be put to no Costs or Charges thereabout.

Item, That it shall be lawful for the said H. K. to make a Will, and she is hereby impowered to make her last Will, or any Writing purporting her last Will, and thereby to give and dispose of any Part of her Estate, either real or Personal, to whom and in what Manner she shall think fit, which Will he the said R. S. will allow of, and confirm.

Item, The said R. S. for himself, his Executors and Administrators, doth covenant and grant to and with the said R. L. H. J. and J. K. their Executors and Administrators, That he the said R.S. his Executors or Administrators, shall not nor will at any Time hereafter receive any Debt or Debts, Sum or Sums of Money whatsoever, due, owing or belonging, or which shall become due or owing to her the said H. upon any Account whatsoever :

whatsoever: Nor shall or will sell, dispose, or otherwise convert to his own Use, any of the Money, Goods, Chattels or Personal Estate, whereof the said H. is or may be in any Manner possessed of, or interested in: Neither shall nor will in any Manner whatsoever obstruct or hinder the said H. in the Disposal or Disposition of the same, or any Part thereof. *Provided* always, That if the said R. S. shall be molested or damaged by reason of any Debt or Debts owing by the said H. K. that then it shall be lawful for him the said R. S. to receive out of the Estate of the said H. all such Costs and Damages as he shall sustain or be put unto, by Reason of such Debts or Sums. *In Witness, &c.*

Articles of Marriage in the Nature of a Settlement of a Personal Estate, with Condition That if the Wife dies within a certain Space of Time, Part of her Portion is to be refunded: And that the Portion given with the Wife, is not the full Provision intended for her by her Relations, but to be made equal to that of other Children.

Articles of Agreement Tripartite indented, made, &c.
Between A. M. of, &c. of the first Part; G. H. Daughter of P. H. of, &c. of the second Part; and the said P. H. of the third Part.

Whereas a Marriage is intended shortly to be had and solemnized between the said A. M. and G. H. upon which said Marriage he the said A. M. will be entitled to, and is to receive of and from the said P. H. the Sum of 400*L.* or the Value thereof, as and for the Marriage Portion of the said G. H. Now it is hereby

agreed by and between the said Parties to these Presents ; And *First*, in Consideration of the said intended Marriage, and of the said Sum of 400*l.* which the said A. M. will be intitled to, and is to receive, by and upon the said intended Marriage, in Case the same takes Effect ; he the said A. M. for himself, his Executors and Administrators, doth covenant, promise, grant and agree, to and with the said P. H. his Executors and Administrators, in Manner following ; (that is to say) That in Case the said Marriage shall take Effect, and the said G. H. shall happen to die within the Space of five Years next after the Solemnization of the said intended Marriage, having no Child or Children living at the Time of her Decease, and he the said A. M. surviving her : That then he the said A. M. shall and will pay or cause to be paid unto the said P. H. his Executors, Administrators or Assigns, the Sum of 150*l.* of, &c. Part of the Marriage Portion aforesaid, within six Months next after the Decease of her the said G. H. dying as aforesaid.

Item, It is agreed, and for the Considerations aforesaid, he the said A. M. for himself, his Executors and Administrators, doth further covenant, promise and grant, to and with the said P. H. his Executors and Administrators, by these Presents, That in Case the said intended Marriage shall take Effect, and the said G. H. shall happen to survive her said intended Husband, he dying without Issue by her ; that then the Executors and Administrators of the said A. M. shall permit and suffer the said G. H. to enjoy her Rings, Jewels, wearing Apparel, and Furniture of her Chamber ; or in Case the same, or any Part thereof, shall be out of her Possession, shall upon Request deliver the same unto

unto her: And also, That the Executors and Administrators of the said A. M. shall and will pay or cause to be paid unto her the said G. H. her Executors, Administrators or Assigns, the full Sum of 600 l. of, &c. within six Months after the Decease of the said A. M. But if at the Time of the Decease of the said A. M. the said G. H. surviving him, he the said A. M. shall have any Child or Children then living, that then the Executors and Administrators of the said A. M. shall permit and suffer the said G. to enjoy her Rings, Jewels, wearing Apparel, and Furniture of her Chamber as aforesaid; and also upon reasonable Request in that Behalf, shall and will account, pay and deliver over to her the said G. her Executors, Administrators or Assigns, one full Moiety or half Part of all other the Personal Estate of her said intended Husband, his Debts and Funeral Expences being first discharged.

Lastly, The said P. H. for the Considerations aforesaid, doth hereby declare and agree, That the said Sum of 400 l. so to be by him paid, as and for the Marriage Portion of the said G. his Daughter as aforesaid, is not intended to be the full, sole and absolute Provision, Part and Portion of her the said G. of and in the Estate, Goods and Chattels of the said P. H. But the said P. H. doth for himself, his Executors and Administrators, covenant, promise, grant and agree, to and with the said A. M. his Executors and Administrators, by these Presents; That after the Decease of him the said P. H. she the said G. shall have and receive of and from the Executors and Administrators of the said P. H. so much more out of his Estate, Goods and Chattels, as shall make the said Marriage Portion or

Sum of 400*l.* to amount to as much, and be equal in Value with whatsoever he the said P.H. shall in his Life-Time, or at the Time of his Decease, give or bequeath unto A. H. the other Daughter of the said P. H. *In Witness, &c.*

Special Conditions.

A Condition for the Payment of a Sum of Money at several Payments.

THE Condition of this Obligation is such, That if the above-bound J. M. and R. W. or either of them, their or either of their Heirs, Executors or Administrators, or any of them, do and shall well and truly pay or cause to be paid unto the above-named D. H. and R. L. or either of them, their or either of their Executors, Administrators or Assigns, the full Sum of, &c. in Manner following; (*viz.*) The Sum of, &c. Part thereof on, &c. next ensuing the Date of the above written Obligation, &c. more thereof on, &c. then next following, and, &c. the Residue and in full Payment thereof, on, &c. which will be in the Year of our Lord, &c. without Fraud or Covir, then this Obligation to be void. But if Default shall be made of or in Payment of any of the said several and respective Sums of Money above-mentioned, or any Part thereof, on any of the said several and respective Days and Times above-limited for Payment thereof, then this Obligation to remain in full Force.

A Condition

A Condition to pay a Sum of Money by Quarterly Payments.

THE Condition of this Obligation is such, That if the above-bound B. M. his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the above-named N. D. his Executors, Administrators or Assigns, the full Sum of 100*l.* of, &c. at, &c. in Manner and Form following; (*viz.*) The Sum of 5*l.* thereof on the 29th Day of *June* next ensuing the Date above-written, 5*l.* more thereof on the 29th Day of *September* then next following, 5*l.* more thereof on the 25th Day of *December* next, and 5*l.* more thereof on the 25th Day of *March*, which will be in the Year of our Lord, &c. and so every Quarter of a Year quarterly, one next and immediately ensuing another, on every of the Quarter-Days aforesaid, and at the Place above-named for Payment thereof 5*l.* until the said Sum of 100*l.* shall be in such Sort, and after such Manner, fully satisfied, contented and paid; that then, &c. But if Default shall be made of or in Payment of the said Sum of 100*l.* or any Part thereof, contrary to the Limitation aforesaid; then, &c.

A Condition for Payment of an Annuity.

THE Condition of this Obligation is such, That if the above-bound J. R. and T. P. or either of them, their or either of their Heirs, Executors or Administrators, or any of them, do and shall Yearly, and every Year, from and after the Feast of, &c. next ensuing, for and during the

the Term of, &c. well and truly pay or cause to be paid unto the above-named J. S. his Executors, Administrators or Assigns, one Annuity, yearly Rent, or Sum of, &c. at the four most usual Feasts or Terms in the Year; (that is to say) On the Feast-days of, &c. by even and equal Portions; the first Payment thereof to begin on, &c. next ensuing the Date above-written, that then, &c. But if Default shall happen to be made of or in the Payment of the said Annuity, yearly Rent or Sum of, &c. at any of the said Feast-days, on which the same ought to be paid at any Time during the said Term of, &c. as aforesaid, contrary to the true Intent and Meaning of these Presents; that then, &c.

A Condition to pay a Sum of Money at the Day of Marriage, or Day of Death.

THE Condition of this Obligation is such, That if the above-bound A. B. his Executors, Administrators or Assigns, do well and truly pay or cause to be paid, unto the above-named C. D. his Executors, Administrators or Assigns, at or in, &c. the Sum of, &c. within six Months next after the Solemnization of the Marriage of the aforesaid A. B. or the Day of the Death and Decease of him the said A. B. which shall first happen after the Date of the above-written Obligation; that then, &c. or else, &c.

A Condition to pay a Sum of Money for an Horse sold at the Day of Marriage, or Day of Death.

THE Condition of this Obligation is such, That whereas the above-named A. B. hath bargained and sold unto the above-bound C. D. one

one bay Gelding, &c. for the Sum of, &c. to be paid unto him the said A. B. his Executors, Administrators or Assigns, at or upon the Day of Marriage, or Day of Death of the said C. D. which shall first happen. *If therefore the said C. D. his Heirs, Executors or Administrators, or any of them, do and shall well and truly pay, or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, the aforesaid Sum of, &c. at or upon the Day of Marriage of him the said C. D. or at or upon the Day of Death of the said C. D. which shall first happen after the Date hereof; that then, &c.*

A Condition to pay Commons in an Inn of Court.

THE Condition of this Obligation is such, That if the above-bound A. B. shall from Time to Time, pay and satisfy unto the Principal of, &c. Inn aforesaid, for the Time being, all such Sum and Sums of Money as shall be due and owing from him for Pensions, Commons, Exercises, Fines, Amerciaments, and all other Duties and Charges whatsoever belonging to the said Inn; and also conform himself in all Things to the Orders now made, or hereafter to be made by the Principal and Benchers of the same Inn. Then, &c.

A Condition to pay Money at the End of an Apprenticeship, or Day of Marriage.

THE Condition of this Obligation is such, That whereas the above-bound J. P. by Indenture of Apprenticeship, bearing Date, &c. hath put himself Apprentice unto, &c. with him

him to dwell and serve as his Apprentice, from, &c. unto the End and Term of, &c. from thence next ensuing, and fully to be compleat and ended, as by the same Indenture of Apprenticeship more at large appears. *And whereas* the above-named J. S. hath, before the Day of the Date hereof, at several Times, lent to and disbursed for the said J. P. several Sums of Money, which, by reason the said J. P. is not at present able to pay, the said J. S. is content to take his Bond for, &c. payable at the Expiration of the Apprenticeship of the said J. P. as aforesaid, or at the Day of the Marriage of the said J. P. which shall first happen. *If therefore* the said J. P. his Heirs, Executors or, Administrators, or any of them, do well and truly pay, or cause to be paid unto the said J. S. his Executors, Administrators or Assigns, the full Sum of, &c. at the End and Expiration of the said Apprenticeship of the said J. P. or Term of, &c. Years above-mentioned, or at the Day of the Marriage of the said J. P. which of them shall first and next happen to be or come after the Date hereof, without Fraud or Covin; that then, &c.

A Condition to make an Apprentice Free.

THE Condition of this Obligation is such, That if the above bound A. B. his Executors, Administrators or Assigns, do and shall within one Year next after the End of the Apprenticeship of, &c. upon reasonable Request to him or them made by the above-named C. D. cause and procure the said, &c. to be lawfully, and according to the Custom of the City of *London*, admitted into the Freedom of the said

said City, and so as the said, &c. shall not be lawfully hindered thereof, by reason of any Act or Thing to be done hereafter by the said A. B. Then, &c.

A Condition for Payment of Money upon an Adventure on return from beyond Sea.

WHereas the above named A. B. hath, at the Request of the above bound C. D. paid unto him the Sum of, &c. (or sold and delivered to C. D. one Diamond Ring, &c) and is contented, for the Conditions hereafter mentioned, to bear the Hazard and Adventure thereof, in the good Ship called, &c. whereof the said C. D. is Commander, now bound out upon a Voyage for, &c. in the Service of, &c. and from thence back to the Port of London. Now the Condition of this Obligation is such, That if the said C. D. his Executors, Administrators or Assigns, or any of them, shall, in Consideration of the Premisses, well and truly pay, or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, the Sum of, &c. within twenty Days next after the said Ship shall first and next arrive in the River of Thanes from her said Voyage; that then, &c. or else, &c.

A Condition of a Bond, that one within Age shall make further Assurance.

THE Condition of this Obligation is such, That whereas a Marriage hath been solemnized between the above-bound J. T. and E. D. eldest Daughter and Coheir of H. D. late of, &c. deceased, which said E. is yet within the

the Age of twenty one Years: *And whereas the Messuage or Tenement, &c. called, &c. now in the Possession of, &c. and all other the Lands of the said E. and of F. and N. D. her Sisters, as Coheirs of the said H. D. in Fee-Simple, hath been agreed unto on the Behalf of the said Coheirs, with the Advice of their Friends, to be sold to the above-named J. K. for, &c.* *And whereas the third Part of the Sum of, &c. for the Part of the said E. amounting to, &c. was paid by the said J. K. to the said J. T. as Part of the Portion of the said E. D. and in Lieu of her third Part of the said Messuage and Premisses in, &c. aforesaid: But the said E. being within Age, no perfect Assurance can be as yet given or made thereof. If therefore the said E. within three Months after her full Age, if she be then sole, or she together with her Husband if she be married, shall upon the Request, and at the Costs and Charges of the said J. K. his Heirs or Assigns, levy such Fine, and make such further and other Assurance of the said third Part of the said Messuage and Premisses, unto the said J. K. his Heirs or Assigns, as by the said J. K. his Heirs, or Assigns, or his or their Counsel learned in the Law shall be reasonably advised and required. Or if she the said E. happen to die before the said Age of twenty one Years, if the Heir or Heirs of the said E. within three Months after she or they, or any of them, shall be of full Age respectively, shall upon the Request, and at the Costs and Charges of the said J. K. his Heirs, Executors or Administrators, levy such a Fine, and make such Assurances of the said third Part of the said Messuage and Premisses, unto the said J. K. his Heirs,*

Heirs, Executors or Administrators, as by his or their Counsel learned in the Law shall be reasonably advised or required. *And if, until such Assurance be made, the said J. K. his Heirs and Assigns, shall and may hold and enjoy the said third Part of the said Mesuage and Premises, without any Let or Interruption of or by the said E. or her Heirs, or any other Person or Persons lawfully claiming by, from or under her or them ; That then, &c. or else, &c.*

A Condition of a Bond to convey an Estate at a Time to come free from Incumbrances.

THE Condition of this Obligation is such, That if the above-bound W. B. shall upon reasonable Request to him to be made by the above-named J. H. his Heirs or Assigns, on this Side and before, &c. next ensuing the Date a, bove-written, convey and assure unto the said J. H. his Heirs and Assigns for ever, one Mesuage, &c. lying, &c. by such Conveyances and Assurances in the Law, as by the said J. H. his Heirs and Assigns, or his or their Counsel learned in the Law shall be reasonably advised and required ; (Discharged of all Incumbrances whatsoever, the Chief Rents and Services of the said Premises due and payable to the Chief Lord or Lords of the Fee or Fees of the Premises only excepted.) *And also, If the said W. B. his Heirs, Executors, Administrators, and Assigns, do and shall, until the said Conveyance and Assurance shall be made and perfected as aforesaid, quietly permit and suffer the said J. H. his Heirs and Assigns, to have, receive and take to his and their own proper Use and Uses, the Rents, Issues and Profits,*

Profits of all and singular the said Premisses, and every Part and Parcel thereof, without any Let, Suit, Trouble, Molestation, Interruption or Denial of the said W. B. his Heirs or Assigns, or of any other Person or Persons whatsoever by his, their, or any of their Means, Right, Title, Interest or Procurement, and without any Account to be rendred or given unto the said W. B. his Heirs or Assigns, or to any other Person or Persons whatsoever: That then, &c.

A Condition to acknowledge a Fine of Lands lately conveyed, by way of further Assurance.

THE Condition of this Obligation is such, That if the above bound G. S. and A. his Wife, do and shall before the End of, &c. Term, next ensuing the Date above-written, at the Costs and Charges in the Law of the above-named R. P. his Heirs or Assigns, before the Justices of the Court of *Common Pleas* at *Westminster*, acknowledge and levy one, *Fine Sur Conuans de Droit come ceo*, &c. unto the said R. P. his Heirs and Assigns, with Proclamations according to the Form of the Statute in that Case made and provided, of all that Messuage, &c. which by one Deed indented, bearing even Date herewith, are mentioned to be bargained and sold by the said G. S. to the said R. P. his Heirs and Assigns, and every Part and Parcel thereof, To the only proper Use and Behoof of the said R. P. his Heirs and Assigns for ever, according to the true Intent and Meaning of the same Deed, as by the said R. P. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised and advised: That then, &c.

A Con-

A Condition to save Bail harmless.

WHereas the above-named C. D. at the special Instance and Request of the above-bound A. B. together with the said A. B. and E. F. is bound to, &c. Sheriff of the County of, &c. in the Penal Sum of, &c. conditioned for the Appearance of the said A. B. before the King's Justices at Westminster, on, &c. next, to answer T. D. in a Plea of Debt of twenty Pounds. Now the Condition of this Obligation is such, That if the above-bound A. B. do and shall appear, according to the Condition of the said Sheriff's Bond, and as the Law in such Cases requires; And if he the said A. B. his Heirs, Executors or Administrators, shall also from Time to Time, and at all Times hereafter, save harmless and indemnify him the said C. D. his Executors and Administrators, and his and their Goods and Chattels, of and from all Damages, Suits of Money, Costs and Charges which he, they, or any of them shall or may at any Time hereafter be put unto by reason of his the said C. D.'s. being bound for the Appearance of the said A. B. as aforesaid. Then, &c.

A Condition to save a Man harmless against an Annuity, issuing out of Lands by him lately purchased.

WHereas the above-bound R. C. for good and valuable Considerations, Hath assigned and transferred unto the above-named W. S. all his Right, Title and Interest, of, in and to a certain Messuage, &c. situate, &c. in the Possession of, &c. held by the said R. C. by

Lease from, &c. And whereas R. C. deceased, Father of the said R. C. (who purchased the Messuage, &c. above-mentioned) did, in and by his last Will and Testament, bearing Date, &c. give and bequeath unto L. C. an Annuity, or yearly Sum of, &c. issuing and payable out of the Messuage, &c. aforesaid, for his Life. Now the Condition of this Obligation is such, That if the said R. C. his Heirs, Executors and Administrators, do and shall from Time to Time, and at all Times hereafter, well and truly pay, or cause to be paid unto the said L. C. the said Annuity or yearly Sum of, &c. so appointed to be paid unto him during his Life, by the Will of the said R. C. deceased: And also acquit, discharge, save harmless and indemnify the said W. S. his Executors, Administrators and Assigns; And the said Messuage, &c. above-mentioned, of and from the same, That then, &c.

A Condition to save a Tenant harmless for paying his Rent, where the Title to the Estate is disputed.

Whereas the above-named A. B. holdeth by Lease a Messuage or Tenement, with the Appurtenances, situate, &c. for a certain Term of Years, and under a certain Rent mentioned in one Pair of Indentures, bearing Date, &c. made between, &c. as by the same Indentures may more fully appear. And whereas there is a Difference and Controversy between the above-bound W. S. and one R. B. of, &c. concerning the Title of the Messuage or Tenement aforesaid: And thereupon both of them the said W. S. and R. B. have several Claims to the Rent reserved upon the said Lease.

And

And whereas, at the Request of the said W. S. the said A. B. hath attorned Tenant to the said W. S. and paid to him the Arrears of Rent due for the Messuage or Tenement and Premises aforesaid. Now the Condition of this Obligation is such, That if the said W. S. his Executors, Administrators or Assigns, or some of them, shall from Time to Time, and at all Times hereafter, at his and their own proper Costs and Charges, upon reasonable Request therefore to be made, sufficiently save and keep harmless, and indemnified the said A. B. his Executors and Administrators, and every of them, and his and their Goods and Chattels against the said R. B. his Executors, Administrators and Assigns, and all other Persons whatsoever, of and for all such Rent and Rents as the said A. B. his Executors, Administrators and Assigns, hath paid or shall or may hereafter pay to the said W. S. his Executors, Administrators or Assigns, for the Messuages or Tenements and Premises aforesaid; And of and from all Actions, Suits, Troubles, Losses, Damages, Distresses and Demands whatsoever, touching or concerning the same, Then, &c.

*A Condition to save a Man harmless from all Charges
accruing in the carrying on and defending of a
Law-Suit, relating to an Estate purchased.*

Wheras the above-bound M. P. by his Indenture of Release, bearing Date, &c. for the Considerations therein mentioned, hath granted, bargained, sold, released and confirmed unto the above-named R. D. his Heirs and Assigns for ever, one Messuage or Tenement, with the Appurtenances in, &c. as the same in

the said Indenture is particularly mentioned and expressed, as in and by the same Indenture, Relation being thereunto had, may more fully appear. *And whereas* a Law-Suit is now depending in his Majesty's Court of, &c. between C. D. of, &c. Plaintiff, and the said M. P. Defendant, whereby the said C. D. claims the Inheritance of and in the said Messuage or Tenement, with the Appurtenances. *Now the Condition* of this Obligation is such, That if the said M. P. his Heirs, Executors and Administrators, do and shall from Time to Time, and at all Times hereafter, well and truly pay, or cause to be paid unto the said R. D. his Executors and Administrators, all such Sum and Sums of Money, as he or they shall from Time to Time disburse, lay out, and expend in or about the Defence of the Premisses by the above-mentioned Indenture of Release, conveyed by the said M. P. to the said R. D. Or in or about the Prosecution of the said Suit, or by Reason of any other Suit, or otherwise howsoever, for or concerning the Premisses aforesaid; then, &c.

A Condition to save an Executor harmless on Account of his not intermeddling with the Executorship.

WHereas W. H. late of, &c. by his last Will and Testament in Writing, bearing Date, &c. did nominate and appoint the above-named J. L. Executor of his said Will. *And whereas* the said J. L. hath not at any Time or Times intermeddled with, had, taken or received any of the Debts, Goods or Chattels of or belonging to the said W. H. but the same have been taken by, and equally divided and distributed

distributed amongst the above-bound A. B. C. D. and E. F. Legatees of the said W. H. If therefore the said A. B. C. D. and E. F. and every or any of them, their and every or any of their Executors, Administrators and Assigns, do and shall from Time to Time, and at all Times hereafter, fully and clearly acquit, exonerate and discharge, or otherwise, upon Request made, well and sufficiently save and keep harmless, and indemnify the said J. L. his Heirs, Executors and Administrators, and his and their Goods and Chattels, of and from all Sum and Sums of Money, Bills, Bonds, Debts, Duties and Demands whatsoever, which shall or may at any Time or Times hereafter happen to be demanded or recovered of and from the said J. L. his Heirs, Executors or Administrators, or any of them, for or by Reason of the Executorship of the said last Will and Testament of the said W. H. deceased, And of and from all Actions, Suits, Troubles, Costs, Charges, Damages and Demands whatsoever, which shall or may happen, arise or be, for or by Reason of the same Premises; that then, &c.

A Condition to save a Parish harmless against a Bastard Child.

Whereas A. B. of, &c. hath sworn before, &c. one of his Majesty's Justices of Peace for the County of, &c. That she is big with a Bastard Child, and that the above-bound C. D. is the Father of such Child, which, when born, would become chargeable to the Parish of, &c. aforesaid. Now the Condition of this Obligation is such, That if the above-bound C. D. and E. F. and G. H. or either or any of them,

their, or either or any of their Heirs, Executors or Administrators, do and shall from Time to Time, and at all Times hereafter, fully and clearly acquit and discharge, or well and sufficiently save and keep harmless and indemnified, as well the above-named J. K. L. M. &c. Church Wardens and Overseers of the Poor, of the Parish of, &c. aforesaid, and their Successors for the Time being, and every of them, as also all the Inhabitants and Parishioners of the said Parish of, &c. which now are or hereafter shall be for the Time being, and every of them, of and from all manner of Expences, Damages, Costs and Charges whatsoever, which shall or may at any Time hereafter arise, happen, grow, or be imposed upon them, or any of them, for or by Reason or Means of the said A. B.'s being great with Child as aforesaid, Or for or by Reason or Means of the Birth, Maintenance, Education and bringing up of such Child or Children that she the said A. B. now goeth with, and shall be delivered of, and of and from all Actions, Suits, Troubles, Charges, Damages and Demands whatsoever, touching and concerning the same ; then, &c.

A Condition to keep a Man during Life, in Consideration of a Sum of Money paid.

THE Condition of this Obligation is such, That whereas the above bound I. S. for a competent Sum of Money to him in Hand paid by the above named W. F. hath undertaken to keep and maintain A. B. of, &c. aforesaid, during his Life. If therefore the said I. S. his Executors or Administrators, shall from Time to Time, and at all Times hereafter, during the natural

natural Life of the said A. B. maintain and keep, or Cause to be maintained and kept, the said A. B. in the House of, &c. with good and sufficient Meat, Drink, and all other Things necessary; And of and from the maintaining and keeping of the said A. B. shall from Time to Time discharge the said W. F. his Executors and Administrators, and also the Parish and Inhabitants of, &c. aforesaid, that then, &c.

A Condition to indemnify a Sheriff on granting a Re-plevin.

THE Condition of this Obligation is such, That if the above-bound W. L. do appear at the next County Court, to be holden at, &c. within the said County of, &c. and then and there prosecute his Action with Effect against A. B. for the taking and detaining of his Cattle, viz. [Here insert the Particulars] as it is alledged, and do also make Return thereof, if Return thereof shall be adjudged by Law: And also do save, keep harmless and indemnify the above-named Sheriff, his Under-Sheriffs and Bailiffs, for, touching and concerning the Replevying and Delivery of the said Cattle, that then, &c. or else, &c.

A Condition to redeem a Gold Watch pawned for Money lent, by a Day, or suffer the Person advancing the Money to enjoy the same.

THE Condition of this Obligation is such, That whereas the above-named L. M. hath received of the above-bound C. A. one Gold Watch, made by, &c. to be kept by the said L. M. as a Pledge and Security for

the Sum of, &c. now advanced and lent to the said C. A. by the said L. M. If therefore the said C. A. his Executors or Administrators, do well and truly pay, or cause to be paid unto the said L. M. his Heirs, Executors or Assigns, the Sum of, &c. for the redeeming of the said Gold Watch, &c. in and upon, &c. next ensuing the Date above-written: Or on Default of such Payment of the said Sum of, &c. at the Time above limited for the Payment thereof; if the said C. A. his Executors and Administrators, do and shall permit and suffer the said L. M. his Executors and Assigns, peaceably to enjoy to his and their own proper Use and Uses, the said Gold Watch, &c. for the Debt aforesaid, that then, &c.

A Condition of a Bond for paying of Money, and accounting for Rents, received by Virtue of a Letter of Attorney.

W^Hereas the above-named M. M. by her Writing under Hand and Seal, or Letter of Attorney, bearing Date, &c. Hath made, constituted and appointed the above-bound J. G. her lawful Attorney, to demand, recover and receive, in the Name, and to the Use of the said M. M. by all lawful Ways and Means whatsoever, of and from all and every Person and Persons whom it doth or may concern, All such Rents and Arrearages of Rents, and Sums of Money, as are due and payable unto the said M. M. for all and every her Messuages, &c. situate, &c. with such further Powers and Authorities as are needful and convenient for the recovering and receiving the same, as in and by the said Letter of Attorney more at large may appear,

appear. *Now the Condition of this Obligation is such, That if the said J. G. his Executors, Administrators or Assigns, or some of them, shall from Time to Time, and at all Times hereafter, upon reasonable Request, well and truly pay, or cause to be paid unto the said M. M. her Executors or Assigns, or to such other Person or Persons as she the said M. M. shall from Time to Time, under her Hand direct and appoint, all such Rents and Arrearages of Rents, Sum and Sums of Money as he the said J. G. shall receive by Virtue of the said Letter of Attorney, Powers and Authority aforesaid, of, for or in Respect of the Messuages, Lands, Tenements and Hereditaments aforesaid, or any of them, deducting thereout the Sum of, &c. for his Care and Pains in the Premisses ; And also deducting such reasonable and necessary Expences as he shall be at, in and about the recovering and receiving the same, then, &c.*

A Condition of a Bond to pay Money according to a Deed of Mortgage.

THE Condition of this Obligation is such, That if the above-bound M. W. and Sir J. T. or either of them, their or either of their Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid unto the above-named I. B. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming ; And also the further full Sum of, &c. of like, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever.

whatsoever, either ordinary or extraordinary, according to the Purport of certain Indentures Tripartite, bearing equal Date with these Presents ; and made, or mentioned to be made between, &c. of the first Part, &c. of the second Part, and, &c. of the third Part, then, &c.

A Condition of a Bond for Payment of Money, according to a Proviso in a Mortgage, and for Performance of the Covenants in the same Mortgage.

THE Condition of this Obligation is such, That if the above-bound A. B. his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the above-named C. D. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, according to a Proviso or Condition mentioned and contained in certain Indentures of Mortgage, bearing equal Date with the above-written Obligation, and made between the said A. B. of the one Part, and the said C. D. of the other Part : And also do and shall well and truly observe, perform, fulfil and keep all and every the Grants, Articles, Clauses, Conditions, Covenants and Agreements, contained in the Indenture of Mortgage above-mentioned, which on the Part and Behalf of the said A. B. his Heirs, Executors and Administrators, are or ought to be observed, performed, fulfilled and kept, in all Things according to the Purport, true Intent and Meaning of the same Indentures, then, &c. or else, &c.

A Condition

A Condition of a Bond for Payment of Money to Trustees, to be applied according to the Direction of a Will.

THE Condition of this Obligation is such, That if the above-bound E. L. and J. A. or either of them, their or either of their Heirs, Executors or Administrators, do well and truly pay or cause to be paid unto the above-named I. C. W. H. and J. E. their Executors, Administrators or Assigns, the full Sum of, &c. on, &c. next coming, with lawful Interest for the same, to be paid and applied according to the Direction and Intention of the last Will and Testament of I. C. late of, &c. deceased, then, &c.

A Condition that a Church warden shall Accompt.

THE Condition of this Obligation is such, That whereas the above-named A. B. with the other Parishioners of the Parish of, &c. have before the Date of the above-written Obligation, elected and chosen the above-bound C. D. to be Church-warden of the said Parish for the Year now next ensuing, To receive and pay all such Sum and Sums of Money and other Things as shall any ways concern the said Church of, &c. or belong to the Poor of the said Parish, and the Office of a Church-warden there. If therefore the said C. D. do at all Times during his Continuance in the said Office of Church-warden, keep a true, just and perfect Accompt in Writing, of the Receipts and Payments of all such Sums of Money and other Things whatsoever, as shall come to his Hands, Charge, or Custody, in Right of the said Church, or Poor of

of the said Parish, And do not in the mean Time, lay out or expend upon any Occasion whatsoever, for any particular Business, above the Sum of 40*s.* without the Consent of the said A. B. and other the Parishioners of the said Parish of, &c. And also if the said C. D. his &c. at the End of the said Year now next ensuing above-mentioned, upon Demand of the said A. B. and others the Parishioners of the said Parish of, &c. aforesaid, do make and deliver up to them, or to such Persons as they shall appoint, a true, just and perfect Accompt of the Receipts and Payments of all such Sums of Money and other Things as shall come to his Hands, as aforesaid, And upon such Accompt made and delivered up, as aforesaid, do well and truly pay and deliver unto such Person or Persons as shall be appointed in that Behalf, all such Sum and Sums of Money and other Things whatsoever as then shall remain in his Hands upon the Foot of the said Accompt, and be in his Charge and Custody, in the Right of the said Church, at the Time of such Accompt delivered up. Then &c.

A Condition for a Bailiff to collect Rents, and Accompt, &c.

THE Condition of this Obligation is such, That if the above bound A. B. do and shall from henceforth during so long time as he shall continue to be in the Service of the above-named C. D. as his Bailiff, well and truly collect, gather and receive all and singular the Rents, Revenues, Issues and Profits of and belonging to the Lordship or Manor of, &c. and every Part thereof, at the Feasts of, &c. yearly, and the

the same Rents and all Money arising from the same or any Part thereof, do well and truly pay to the said C. D. his Heirs, Executors or Assigns, when thereunto required, and do also at all Times, when required by the said C. D. his, &c. make, render and deliver to the said C. D. his Heirs or Assigns, a just, true and perfect Account of all the same Rents, Revenues, and all Arrearages thereof, and at the End of every such Account made, satisfy the Ballance thereof, due from the said A. B. to the said C. D. his Heirs or Assigns, And further do well and truly administer, serve and execute all Process to him to be directed from the Steward and Officers of the said C. D. concerning the Premisses. Then, &c.

A Condition for the Truth of a Servant.

THE Condition of this Obligation is such, That whereas the above-named A. B. hath taken into his Service the above-bound C. D. for the Term of, &c. he the said C. D. faithfully acquitting himself therein: If therefore the said C. D. do and shall, during so long Time as he the said C. D. shall dwell as a Servant with the said A. B. well and truly serve the said A. B. his Master, without consuming or imbeziling, wasting or unlawfully making away any of the Money, Plate, Goods or Chattels of the said A. B. his Master, or of any other Person or Persons whatsoever, which shall or may be committed to his Custody by reason of his said Service: And if the said C. D. shall by Negligence or otherwise consume, waste, or unlawfully make away any Money, Plate, Goods or Chattels of the said A. B. his Master, or of any other Person committed

committed to his Care and Custody as aforesaid, Then if the said C. D. and the above-bound, &c. or any of them, their or any of their Executors, Administrators or Assigns, or any of them, do and shall within three Months next after due Proof thereof, and Notice given in Writing to the said, &c. or either of them, make sufficient Recompence and Satisfaction unto the said A. B. his, &c. for all Damage and Damages sustained by means of the said C. D. as aforesaid. Then, &c.

A Condition of a Bond for a Steward's faithful Service.

THE Condition of this Obligation is such, That whereas the above-named T. Lord A. at the Request of the above-bound N. J. hath taken into his Service the above-bound A. B. not only as his Steward, but to be a Receiver of his Rents, and Manager of his Estate, and likewise an Overseer of his other Servants, and to take and adjust Accompts with them from Time to Time, and to receive and obey such Orders and Directions as shall be from Time to Time given, touching the Management of his Estate in the Counties of, &c. for a competent Salary for such his Service. If therefore the said A. B. shall and do from Time to Time, and at all Times, so long as he shall continue and be in the Service of the said T. Lord A. faithfully and honestly behave himself in his said Service and Employment, without imbeziling, mispending, purloining, wasting, or wrongfully detaining any of his Money, Goods, Chattels, or Estate whatsoever: And also do and shall from Time to Time pay, apply and dispose of all such Money,

ney, Goods, and Chattels of the said T. Lord A. as shall be to him delivered, or be by him received, had, or taken under his Care as he shall be directed: And shall from Time to Time, on Request, give and render to the said T. Lord A. just and true Accounts thereof; and also of all other Matters or Things which he by Reason of his said Office and Employment, shall or ought to be accountable for, Then, &c.

A Condition of a Bond for Indemnity against the Bond above for a Steward's faithful Service.

WHereas the above-named N. J at the special Instance and Request of the above-bound A. B. and C. B. (Father of the said A. B. and for the only Debt, Duty, and Matter of the said A. B. together with him the said A. B. is held and firmly bound unto T. Lord A. Baron of, &c. in and by one Obligation bearing Date on or about, &c. last past, in the penal Sum of, &c. with Condition thereto subscribed (reciting therein, &c. to the Effect ensuing (*to wit*) that if the said A. B. should, &c. [Here recite at large the Bond to the End] That then the said recited Obligation should be void, as in and by the said recited Obligation, and the Condition thereof, may appear. Now the Condition of this Obligation is such, That if the said A. B. and C. B. or either of them, their or either of their Heirs, Executors, Administrators and Assigns, or any of them, shall well and truly acquit, discharge, save harmless and indemnify the said N. J. his Heirs, Executors and Administrators, and every of them, against the said T. Lord A. his Executors, Administrators and Assigns, of, from and in respect of the said recited Obligation, so entered

tered into as aforesaid: And of and from all Manner of Sums of Money, Debts, Duties, Penalties and Forfeitures contained in the same, or that shall or may in any wise be or arise against the said N. J. his Heirs, Executors, Administrators or Assigns, or against his or their Lands, Goods or Chattels, or any or either of them, for or by reason of the said recited Obligation so entered into as aforesaid, that then, &c. or else, &c.

A Condition that as an Administrator bath paid to the Guardian of an Infant his Portion, the Infant at full Age shall give a Release.

WHereas N. D. late of, &c. deceased, having three Children, (that is to say) F. D. &c. died intestate: By Reason whereof, the Goods, Chattels, Rights and Credits of the said N. D. at the Time of his Decease, are to be legally divided between the said three Children. And whereas the Personal Estate of the said N. D. at the Time of his Death, in ready Money, Plate, Jewels, Household-stuff, and Debts owing him, with, &c. did amount unto the Sum, &c. whereof the above-named C. R. Administrator of the Goods of the said N. hath delivered into the Hands of the said N. B. Guardian of the said F. D. to the Use of the said F. in ready Money, Plate, Jewels, and Bonds, the full Sum of, &c. being the full third Part of the said Goods, Chattels, Rights and Credits of the said N. D. deceased, in full Satisfaction of the said Part and Share of the said F. Now the Condition of this Obligation is such; That if the said F. D. his Executors or Administrators, shall at any Time after his being of the full Age of 21 Years, at the

the Request, Costs and Charges in the Law, of the said C. R. his Executors or Administrators, make and execute, or cause to be made and executed, unto the said C. R. his Executors or Administrators, a sufficient Release or Discharge in the Law, as well of and for the said, &c. as also of and for all such Part and Portion, as the said F. D. his Executors or Administrators, shall or may at any Time hereafter claim or demand, of, in or to any the Goods, Chattels, Rights and Credits, which late were the said N. D.'s deceased, so as the said C. R. his Executors and Administrators may for ever after be clearly discharged against the said F. D. his Executors and Administrators, of, for and concerning all such Part and Portion as to him or them or any of them shall or may belong, by reason of the said N. D.'s so dying intestate, as aforesaid. *And also*, if the said F. D. his Executors or Administrators, shall not in the mean Time any ways vex, sue, molest or trouble, or cause or procure to be vexed, &c. the said C. R. his Executors or Administrators, for, touching or concerning the said Part and Portion of the said Goods and Chattels, which were the said N. D.'s at the Time of his Death, and which to him the said F. D. his Executors or Administrators, do and shall any Ways belong or appertain; that then, &c.

A Condition of a Bond that a Woman divorced shall not lay claim to her Husband's Land or Goods for her Jointure, Dower, &c.

THE Condition of this Obligation is such, That whereas great Variance, Strife, and Animosities have arisen and been stirred up between the above-named A. B. and the above-

Bound C.D. concerning a supposed Matriage had between them. *And whereas* the said Variance and Differences, by legal Sentence given, by and before the Reverend Father in God J. Lord Bishop of, &c. is now decided; and the said A.B. and C. D. are divorced. *And whereas* the said A. B. in Consideration of the said Divorcement, hath entred into Bond to the above-bound E.F. for the Use of the said C. D. for the Payment of, &c. at, &c. for her Maintenance. *And* the said C. D. hath sealed and delivered unto the said A. B. a general Release of all Debts, Duties, Jointures, Dowers, Rights, Claims and Demands, which she hath, may, might or ought to have, claim or demand, of, by or from the said A. B. or by the Death of the said A. B. as by the said Release may appear. *If therefore* the said C. D. or any other Person or Persons, for her, or by her Consent, Act, Means, or Procurement, do not molest, sue, implead, or cause to be molested, sued, or impleaded, or otherwise troubled or put to Charges the said A. B. his Heirs, Executors or Administrators, at any Time or Times hereafter, for any Maintenance, Jointure, Dower, Meat, Drink or Cloaths, nor for any Lands, Tenements, Hereditaments, Goods, or Chattels of the said A. B. whereof the said A. B. at any Time hereafter shall be seized or possessed, or any other Person or Persons, to the Use of the said A. B. or any Part or Parcel thereof; nor for any other Cause, Contract or Demand whatsoever, from the Beginning of the World to the Day of the Date hereof. *And also* if the said C. D. from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges in the Law, of the said A. B. his Heirs or Assigns, shall make, seal, deliver

deliver and execute unto the said A. B. his Heirs and Assigns, all and every further lawful and reasonable Act and Acts, Deed and Deeds, Device and Devices whatsoever, for the full Separation and Dissolution of all Contracts of Marriage; and for the Discharge of the said A. B. his Heirs, Executors and Administrators, of and from all other Claims, Titles, Debts, Duties and Demands whatsoever, by her the said C. D. or any other Person or Persons by her Appointment, Means or Procurement, at any Time hereafter to be asked, challenged, claimed or demanded of the said A. B. his Heirs, Executors, Administrators or Assigns, by reason of her being Wife to the said A. B. or to him contracted, or for any other Cause, Matter or Thing whatsoever, from the Beginning of the World until the Day of the Date of these Presents, and from all Dowers, and Title of Dower, and Jointure on the Death of the said A. B. as by the said A. B. his Heirs, Executors or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required; then, &c.

A Condition for maintaining a Wife on a Separation.

VVV *Whereas* several Differences have arisen between the above-bound A. B. and M. B. his Wife, whereupon the said M. B. hath for the Space of, &c. Years last past, lived separate and apart from the said A. B. and he hath not hitherto given or made any Allowance for her Maintenance. *And whereas* the said A. B. hath now agreed to pay towards the Maintenance of the said M. B. the weekly Sum of five Shillings, &c. which the said M. B. is contented

and willing to take and accept in full Satisfaction of what she can or may claim or demand of him the said A. B. for Maintenance as aforesaid. *Now the Condition of this Obligation is such, That if the said A. B. do and shall pay or cause to be paid unto the said M. B. on Saturday in every Week during the Life of him the said A. B. the Sum of Five Shillings of lawful Money of Great Britain, without any Fraud or Delay, according to the Intent and Purport of the Agreement above-mentioned, Then, &c.*

A Condition from a Husband to permit his Wife to make a Will, and to pay such Legacies as she shall thereby give and bequeath, not exceeding a certain Sum.

THE Condition of this Obligation is such, That whereas the above-bound A. B. is shortly (by God's Permission) to be married to C. D. of, &c. by Reason whereof the Substance and Estate of the said A. B. will be largely increased. *If therefore the said A. B. in Consideration thereof, after the said Marriage had and solemnized, do permit and suffer the said C. D. (if she happens to die before the said A. B.) to declare and make her Will in Writing, or otherwise by Word of Mouth; and in and by the same, to give and bequeath, or otherwise dispose of at her free Will and Pleasure, to and amongst her Relations, Friends and Acquaintance, or to any of them, or to any other Person or Persons, as she shall think fit, the Sum of, &c.* *And also, if the said A. B. his Executors, Administrators or Assigns, or any of them, upon reasonable Request to him, them or any of them, to be made by any such Person or Persons, to whom the*

the said C. D. shall so give and bequeath any such Sum or Sums of Money, extending no farther than to the said Sum or Value of, &c. as aforesaid, do well and truly pay or cause to be paid, all and every the said several Sums of Money, Gifts and Bequests, so to be given and bequeathed by the said C. D. and in such Manner as shall be by her appointed, &c. that then, &c. or else, &c.

A Condition that an intended Husband shall pay a Legacy to one of the Children of the intended Wife, given by the Will of her former Husband, of which she was made Executrix.

THE Condition of this Obligation is such, That whereas a Marriage is intended to be shortly had and solemnized between the above-bound T. B. and I. L. Widow, late Wife and Executrix of the last Will and Testament of A. L. late of, &c. deceased. And whereas the said A. L. did by his last Will and Testament give and bequeath unto the above-named J. L. his Son, the Sum of, &c. to be paid unto him by his Executrix, at the Age of 21 Years. Now in Case the said Marriage shall take Effect, if then the said T. B. his Executors, Administrators or Assigns, or any of them, shall well and truly pay or cause to be paid unto the said J. L. or his Assigns, at or in, &c. the Sum of, &c. at his Age of 21 Years, if he shall live to accomplish the said Age, in full Discharge of the said Legacy of, &c. to him the said J. L. given and bequeathed in and by the said last Will and Testament of the said A. L. his late Father deceased: And in Case the said J. L. shall depart this Life before he shall have accomplished his Age

of 21 Years, if then the said T. B. his Heirs, Executors, Administrators or Assigns, shall distribute, content and pay, or cause to be distributed, and paid the aforesaid Sum of, &c. to C. D. of, &c. and F. D. of, &c. to whom the same is in that Case given by the last Will and Testament of the said A. L. according to the true Intent and Meaning of the same last Will and Testament, that then, &c.

A Condition that the intended Wife's Father shall make the Marriage Portion equal in Value to whatsoever he shall give any other of his Children.

W^Heras a Marriage is intended shortly to be had and solemnized between the above-named M. S. and A. J. Daughter of the above-bound I. J. and (in Case the same takes Effect) the said I. J. is to pay to the said M. S. the Sum of, &c. as and for a Marriage Portion with the said A. his said Daughter, on certain Days or Times now to come. Now the Condition of this Obligation is such, That if the said I. J. his Heirs, Executors or Administrators, do and shall in his Life-time pay or cause to be paid to the said M. S. or in and by his last Will and Testament give and bequeath unto the said M. S. or the said A. his Daughter, so much in clear Value as shall make up the said Sum of, &c. the Marriage Portion aforesaid, to be equal with and of the full Value of whatsoever the said I. J. shall in his Life-time, or at the Time of his Decease, give or leave to any one of the other Children of him the said I. J. so as the said A. may (*bona fide*) receive out of the Personal Estate of the said I. J. her Father, as much

much as any other Child or Children, of the said I. J. then, &c.

A Condition to pay Money to Children at their Ages of 21 Years, or Days of Marriage, and in Case either of them die before that Time, to pay his Part to the Survivor.

THE Condition of this Obligation is such That if the above-bound A. B. his Executors, Administrators or Affigns, or any of them, do and shall well and truly pay or cause to be paid unto C. D. one of the Sons of E. D. late of, &c. deceased, the Sum of, &c. at such Time and when, he the said C. D. shall accomplish and be of the full Age of 21 Years, or be married, which shall first happen. *And also* unto G. D. one other of the Sons of the said E. D. the like Sum of, &c. at such Time and when as he the said G. D. shall accomplish and come to the full Age of 21 Years, or be married, which shall first happen, &c. *And* if it shall happen that any of the said Children shall die before he, she or they shall accomplish the said several Ages before-mentionned, and in the mean Time be not married, *Then* if the said A. B. his Executors, Administrators or Affigns, or any of them, shall and do well and truly pay or cause to be paid the said Part or Portion of him, her or them so dying, equally to and amongst the others surviving at the several Ages aforesaid, or Days of Marriage, which shall first happen as aforesaid, *Then*, &c.

A Condition to make a Jointure to a Wife within a Year after Marriage, or at the Death of the Husband.

THE Condition of this Obligation is such, That whereas a Marriage is intended to be shortly had and solemnized between the above-bound J. L. and E. B. Daughter of the a. boye-named L. B. with whom the said J. L. is to receive a considerable Sum of Money as a Marriage Portion. Now, in Consideration thereof, if the said Marriage shall take Effect, if then the said J. L. his Heirs or Assigns, shall within one Year next after the said Marriage so had, or at the Day of the Death of the said J. L. sufficiently in the Law convey and assure, or cause to be conveyed and assured, given or devised, to the said E. B. or to some other Person or Persons to her Use, Lands and Tenements, of a good, perfect and indefeasible Estate in Fee-Simple, of the clear yearly Value of, &c. over and above all Reprizes, to the only Use of the said E. B. and her Assigns, for and during the Term of her natural Life, as and for her Jointure, and in full of all Dower: And if the said Lands, Tenements and Hereditaments, so to be conveyed, settled and assured, shall, at the Time of the conveying, settling and assuring thereof, be, and from Time to Time for ever after, during the Life of the said E. B. shall remain free and clear of and from all and all Manner of Charges and Incumbrances whatsoever, that then, &c.

A Condition

A Condition to permit a Wife to receive Money to her own separate Use, during her Life, and after her Death to go to whom she shall appoint.

WHereas the above-bound T. J. and M. his Wife (in Right of the said M.) are entitled to have and receive out of the Estate of L. A. Father of the said M. after his Death the Sum of, &c. together with, &c. per Annum, in the mean Time. If therefore the said T. J. his Executors and Administrators, do and shall permit and suffer the said M. to have and receive the said, &c. per Annum, during the Life of the said L. A. to her own separate Use and Benefit: And also do and shall after the Death of the said L. A. permit and suffer such Person or Persons to receive the said, &c. as she the said M. by any Writing or Writings under her Hand, attested by two or more credible Witnesses, shall direct and appoint, such Person or Persons so receiving the same at the Time of the Receipt thereof, declaring and acknowledging, that the same is paid to and received by him or them, on the Trusts and for the Ends and Purposes following. (viz.) In the first Place, in Trust that the same shall be put forth at Interest in their Names; and that the said M. may receive such Interest during her Life; And that the said, &c. shall after her Death be applied for the Benefit of such of her Children by such Proportions, and in such Manner as she shall appoint: And if she shall make no such Appointment, then for all her Children equally Share and Share alike. And if she shall die without Issue, then for the Benefit of such other Person and Persons, and in such Manner as the said M. by any Writing under her Hand, attested

attested by two or more credible Witnesses shall appoint; that then, &c.

A Condition of a Bond on Marriage, to leave the Wife and Children so much in Money at the Death of the Husband, and if the Wife dies first, leaving Children, so much to Trustees for the Use of such Children, &c. in the Nature of a Settlement,

THE Condition of this Obligation is such, That whereas a Marriage is intended (by God's Permission) shortly to be had and solemnized between the above-bound J. S. and F. E. Daughter of the above-named F. E. with whom the said J. S. is to receive, as a Marriage Portion, the Sum of 200 l. in Money, or the Value thereof in Goods or other Effects; and in Consideration of the said Marriage and Marriage Portion, he the said J. S. hath agreed to leave to the said F. and her Children to be by him begotten, the Sum of 200 l. to be paid and applied in Manner herein after mentioned. If therefore the said Marriage shall take Effect, and the said J. S. shall die in the Life time of the said F. Then if the Heirs, Executors or Administrators of him the said J. S. do and shall, within six Months next after his Death, pay or cause to be paid into the Hands of the said E. E. G. C. and T. W. the Sum of 200 l. to be by them applied upon the Trusts, and for the Ends and Purposes following; (that is to say) That in case the said J. S. shall leave any Child or Children of his Body on the Body of the said F. begotten, which shall live to be married, or attain the Age of 21 Years respectively, the said Trustees, and the Survivors and Survivor of them, shall and ought to pay the said 200 l. to the said F. and such Child

Child or Children equally between them, Share and Share alike: And in the mean Time, until such Child or Children shall be married, or attain their said Age of 21 Years respectively, the said Trustees shall and ought to pay the Interest of the whole 200*l.* to the said F. towards the Support and Maintenance of the said F. and such Child or Children: And in Case the said J. S. shall leave no Issue of his Body on the Body of the said F. begotten, or leaving Issue, and such Issue shall all die before Marriage, or Age of 21 Years; then the said whole Sum of 200*l.* shall and ought to be paid to the said F. her Executors and Administrators: But in Case the said F. shall happen to die in the Life-time of the said J. having a Child or Children of his Body, on the Body of the said F. begotten; then if the said J. S. his Heirs, Executors or Administrators, do and shall forthwith pay, or cause to be paid to the said E. E. G. C. and T. W. for the Use of the said Child or Children, the Part, Share and proportion of such Child or Children, of and in the said 200*l.* so appointed above for the said F. and her Children, in Case she survived the said J. upon an equal Division to be made thereof by the said Trustees, between the said J. and such his Child or Children, Share and Share alike; and then the said Trustees shall and ought to pay such Shares and Proportions to such Child or Children on their Marriage, or Age of 21 Years, which shall first happen; and in the mean Time shall pay the Interest thereof to the said J. S. towards the Support and Maintenance of such Child or Children: And in Case the said F. shall so happen to die within the Space of One whole Year from the Day of her Marriage with the said J. S.

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leaving no Child of his Body on the Body of her the said F. begotten; then if the said J. S. his Heirs, Executors or Administrators, do and shall, within six Months next after the Death of the said F. refund and pay back, or cause to be refunded and paid back, unto the said E. E. his Executors or Administrators, to and for his own proper Use and Benefit, the Sum of 100*l.* being one Moiety of the Marriage Portion given with the said F. That then, &c. or else, &c.

An Award.

TO all to whom this present Writing indented of Award shall come, Greeting, &c. Whereas there are several Accompts depending, and divers Differences, Controversies and Disputes, have lately arisen and been likely to arise, between R. B. of, &c. Widow, Executrix of S. B. late of, &c. Merchant, her late Husband deceased, and M. W. of, &c. Widow, Executrix of the last Will and Testament of C. W. late of, &c. Mariner, her late Husband, also deceased: All which Controversies and Disputes are only or chiefly touching and concerning a Fishing Voyage performed by the said C. W. between the said S. B. and C. W. and the Ship P. Galley, (whereof the said C. W. was Master) in Partnership between them: And also a Bill for 500*l.* drawn by R. D. of, &c. in Favour of A. C. of, &c. and endors'd by the said A. C. and divers other Matters and Things thereabout, or otherwise relating thereunto. And whereas, for the putting an End to the said Differences and

and Disputes, they the said R. B. and M. W. by their several Bonds or Obligations, bearing Date, &c. last past, are reciprocally become bound each to the other of them in the penal Sum of 1000 l. to stand to and abide the Award and final Determination of us, L. C. R. J. C. H. and E. F. all of, &c. Merchants, or any three of us, so as the said Award be made in Writing, and ready to be delivered to the Parties in difference, on or before the, &c. Day of, &c. next, as by the said Obligations and Conditions thereof (Relation thereunto being had) may appear. *Now know ye*, That we the said Arbitrators, whose Names are hereunto written, and Seals affiz'd, taking upon us the Burthen of the said Award, and having fully examined, and duly considered the Proofs and Allegations of both the said Parties, Do, for the settling Amity and Friendship between them, make and publish this our Award by and between the said Parties, in Manner and Form following; (that is to say) *Imprimis*, We do Award and Order, That all Actions, Suits, Quarrels and Controversies whatsoever had, moved, arisen or depending between the said Parties in Law or Equity, for any manner of Cause whatsoever touching the said Premisses, from the Beginning of the World, until the Day of the Date of the said Bonds or Obligations, shall cease, and be no further prosecuted: And that each of the said Parties shall pay and bear her own Costs and Charges in any wise relating to, or concerning the same Premisses. *And* we do also Award and Order, That the said R. B. and M. W. shall on the Day, &c. next coming, between the Hours of, &c. and, &c. of that Day, at, &c. in due Form, seal and execute to, or to the

the Use of J. F. of, &c. one or more legal Power or Powers, sufficient for the empowring and enabling the said J. F. to ask, demand, sue for, recover and receive, of and from the said R. D. and A. C. or one of them, the said Sum of 500 L so due on the said Bill, together with all Cofts and Charges thereabout (if any) and upon Receipt thereof, to give acquittances or Discharges for the same, in their or one of their Name or Names, as he shall be advised, or think fit; and after Receipt of the said Money, to remit and pay the same to C. H. of, &c. which Money we do hereby further Award and Order, shall be paid and disposed of by the said C. H. in Manner, and according to the Proportions following; (to wit) &c. Part of the said 500 l. unto the said R. B. or her Assigns, to and for her and their own Use; and, &c. Residue thereof, unto the said M. W. or her Assigns, to and for her and their own Use. And that all Cofts and Charges which shall hereafter become due or payable in or about the recovering, receiving or paying of the said 500 l. shall be paid, born and discharged by the said Parties proportionably, according to the respective Sums by them to be received, as last above-mentioned. *And whereas* there is the Sum of, &c. affirmed to be paid by the said R. B. or her said Husband, for and towards Wages due on the said Fishing Voyage, the Particulars whereof are hereon endorsed. And there is also the Sum of, &c. affirmed to be paid by the said M. W. or her said Husband, upon the same Account, the Particulars whereof are also hereon endorsed. *We* do further Award and Order, That the said R. B. and M. W. shall, at the Time and Place above-mentioned, enter into, seal and execute each

each to the other of them, a sufficient Instrument or Security to make good and satisfy all and every the Sum or Sums of Money in the said Indorsement mentioned to be paid by her or them respectively, and to save harmless and indemnify the other of them, her and their Executors and Administrators, of and from the same, and every Part thereof, so that each of them shall and may be liable and obliged to make good her own Part only, and no more. *And lastly,* We do Award and Order, That the said R. B. and M. W. on Receipt of the said several Sums of, &c. shall at, &c. aforesaid, in due Form of Law, execute each to the other of them, or to the others Use, general Releases, sufficient in the Law, for the releasing by each to the other of them, her Executors and Administrators, of all Actions, Suits, Quarrels, Controversies and Demands whatsoever, touching or concerning the Premises aforesaid, or any Matter or Thing thereunto relating, from the Beginning of the World, until the said Day of, &c. last, [the Date of the Bonds of Arbitration:] (The several Sums of Money hereon endorsed only excepted.) *In Witness* whereof, we the said Arbitrators have hereunto put our Hands and Seals, &c.

Covenants,

Covenants, Agreements, Exchanges.

A Covenant to convey Lands free from Incumbrances, &c.

Memorandum, It is covenanted, concluded and agreed, upon this . . . Day of, &c. Between I. R. of, &c. and C. R. of, &c. of the one Part, and R. S. of, &c. of the other Part. And the said I. R. and C. R. for themselves, their Heirs, Executors and Administrators do, and either of them doth covenant, promise and grant, to and with the said R. S. his Heirs, Executors and Administrators, and every of them, by these Presents, That in Consideration of the Sum of 500 £ of, &c. to be paid unto them the said I. R. and C. R. by the said R. S. in Manner as is herein after mentioned, They the said I. R. and C. R. their Heirs or Assigns, shall and will, before, &c. now next ensuing, by good sufficient Conveyance and Assurance in the Law, to be made at the Costs and Charges of the said R. S. as by the Counsel learned in the Law, of the said R. S. shall be reasonably devised or advised, convey and assure unto the said R. S. his Heirs and Assigns, all that Messuage, &c. lying and being in, &c. now in the Possession of the said J. R. his Assigns or Under-Tenants; and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part and Parcel thereof, with their and every of their Appurtenances, together

ther with the Rents, Issues and Profits thereof, from henceforth to grow due and payable, freed and discharged from all Charges, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said I. R. and C. R. or either of them, or by I. R. their late Father deceased ; (except one Mortgage made of the Premises unto, &c. for the Sum of 250*l.* which said Mortgage shall be discharged by the said R. S. with such Part of the said Sum of 500*l.* as may satisfy the same, and the Interest thereof.) *In Consideration* whereof, the said R. S. doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said I. R. and C. R. their Heirs, Executors and Administrators, by these Presents, That he the said R. S. shall and will well and truly pay, or cause to be paid unto the said I. R. and C. R. their Heirs, Executors or Administrators, the full Sum of 500*l.* of, &c. in Manner and Form following ; (that is to say) 200*l.* Part thereof, on or before, &c. next coming, and 300*l.* the Residue thereof, or so much thereof as shall remain due after that the said Mortgage shall be paid and discharged as aforesaid, on or before, &c. now also next coming. *In Witness*, &c.

A Covenant to levy a Fine.

AND the said B. D. for himself, his Heirs, and Assigns, and for every of them, doth covenant, grant and agree to and with the said E. B. his Heirs and Assigns, by these Presents, That he the said B. D. and the said C. his Wife, shall and will, before

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the End of *Hillary Term* next ensuing the Date hereof, or in some other subsequent Term, at the Election and upon the Request of the said E. B. his Heirs and Assigns, and at the proper Costs and Charges in the Law of the said B. D. levy and acknowledge in due Form of Law, one Fine *Sur Connans de Droit come ceo, &c.* with Proclamations, according to the Statute in that Case made and provided, unto the said E. B. and his Heirs, of All and singular the Messuages, &c. with the Appurtenances, by such apt and convenient Name and Names, Quantity and Qualities, and in such Sort, Manner and Form, as by the said E. B. his Heirs or Assigns, or by his or their Counsel learned in the Law shall be advised or required. *And it is hereby declared and agreed, by and between the said Parties to these Presents, for them and their Heirs, That the said Fine, and the Execution thereof, and all other Fines, after the Date of these Presents, to be levied by the said B. D. and C. his Wife, or either of them, to the said E. B. of the Premisses, or any Part thereof, shall be and enure, and shall be construed, adjudged and deemed to be and enure, To the only Use and Behoof of the said E. B. his Heirs and Assigns, for ever.*

A Covenant to surrender Copybold Lands.

AND the said A. B. for himself, his, &c. doth covenant and grant to and with the said C. D. his, &c. That at the next Court to be holden in and for the Manor of, &c. the said A. B. and E. his Wife, shall and will come and personally be and appear at the said Court of the said Manor, and then and there in open

pen Court, in the Presence of the Homage, according to the Custom of the said Manor, shall surrender and yield up into the Hands of the Steward of the said Court, or his sufficient Deputy, to the Use of the said C. D. his Heirs, Executors, Administrators and Assigns, *all* that Copyhold Messuage or Tenement, &c. with the Appurtenances called, &c. and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, which they the said A. B. and E. his Wife now have, or by any Means may have, of and in the said Copyhold Lands and Tenements above-mentioned, or of and in any other Lands, Tenements or Hereditaments, which are claimed to be holden by him the said A. B. by Copy of Court-Roll of the said Manor of, &c. or to the same or any Part thereof belonging, or any wise appertaining.

A Covenant in a Lease for the Tenant to repair the Farm.

AND further, That he the said T. B. his Executors, Administrators and Assigns, shall and will during the said Term, at his and their own proper Costs and Charges, amend, repair, maintain and keep the said Farm-house and Out-houses, and also all and every the Fences, Bounds, Hedges and Inclosures of or belonging to the said demised Premises, in, by and with all Manner of needful and necessary Reparations and Amendments whatsoever, when and as often as Need shall require; and the same so well and sufficiently repaired, maintained and kept at the End, Expiration, or other sooner Determination of the said Term hereby granted unto the said A. B. his Heirs and Af-

signs, shall and will peaceably and quietly leave and yield up.

A Covenant for the Tenant to carry away such Things as shall be by him set up.

AND that it shall and may be lawful to and for the said C. H. his Executors, Administrators and Assigns, at any Time, within the said Term of 21 Years hereby demised, at his and their Will and Pleasure, to take down, and carry away and convert to his and their own Use and Uses, all or any Wainscot, Shelves, Edifices, or Buildings, which shall be set up by the said C. H. his Executors or Administrators, from and after the Date of these Presents, on any Part of the before demised Premisses.

A Covenant in a Chattel Lease, That the Tenant shall entertain the Steward during the Time of keeping Court.

AND also, That he the said J. L. his Executors, Administrators and Assigns, shall and will at his and their own proper Costs and Charges from Time to Time, and at all Times, during the said Term hereby granted, find and provide to and for the Steward and Officers of the Right Honourable T. Lord M. his Heirs and Assigns, for the Time being, at such Time and Times as they shall come to keep Court, or Survey the said Manor of, &c. sufficient and convenient Man's Meat, Horse Meat, and Lodging, so as they exceed not the Number of six Persons and six Horses at any such Time, and so as they come thither not above twice in any one Year, and continue there not above

above one Day and one Night at any of those Times.

A Covenant in a Lease at a Rack Rent for seven Years, That the Tenant may leave the Premises at the End of three Years.

AND lastly, It is covenanted and agreed by and between the said Parties to these Presents, That if he the said J. L. his Executors, Administrators or Assigns, shall be willing and desirous to leave the said demised Premises at the End of three Years, next after the Commencement of this present Demise, and thereof shall give 6 Months Notice, or Warning in Writing under his or their Hands, unto the said T. B. his Heirs or Assigns, or one of them, on the Feast of, &c. immediately preceding the Determination of the said Term of three Years; that then, and immediately after the Expiration of the said Term of three Years, the Term and Estate hereby granted shall cease, determine, and be utterly void; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

A Covenant for the Tenant to leave the Premises, or hold the same for a further Term, on giving Notice; and if to leave it, that the Landlord may shew the Premises, put up Bills, &c.

AND in Case he the said J. J. shall be minded to leave the said demised Premises at the End of the said Term hereby granted, that then he the said J. J. his Executors, Administrators or Assigns, shall and will on the Feast of, &c. next coming before the Expiration of the

said Term, give three Months Notice, or Warning in Writing, unto the said R. W. his Heirs and Assigns, of his or their Intention, whether to leave the said demised Premisses, or hold the same for a further Term. *And in Case the* Notice, or Warning so to be given as aforesaid, shall be for the leaving of the Premisses; that then it shall and may be lawful to and for the said R. W. his Heirs and Assigns, at any Time after the said Feast of, &c. next coming, before the Expiration of the said Term hereby granted, to put up and fix a Bill to the said demised Premisses for the letting thereof. And that he the said J. J. his Executors, Administrators and Assigns, shall and will permit and suffer him the said R. W. his Heirs and Assigns to enter into and shew the Premisses to any Person or Persons desiring to take the same, at all seasonable Times during the last Quarter of a Year of the said Term herein before granted: But if the Notice, or Warning so to be given as aforesaid, shall be for the requesting a further Term in the Premisses; that then he the said R. W. his Heirs and Assigns, shall and will at the Request, Costs and Charges of the said J. J. his Executors, Administrators and Assigns, at any Time within the last Quarter of a Year of the said Term hereby demised, grant a new Lease of all and singular the before demised Premisses unto the said J. J. for the further Term of, &c. Years, at the Rent of, &c. per Annum, and under the same Covenants, Conditions and Agreements, as are herein before mentioned and contained.

A Covenant for granting a further Term to the Tenant, under the same Rent and Covenants.

AND that the said A. B. his Heirs and Assigns, shall and will, at the Costs and Charges of the said T. E. his Executors, Administrators or Assigns, at any Time within the last three Months of the said Term of, &c. Years, hereby granted upon the Request of the said T. E. his Executors, Administrators or Assigns, by Indenture of Lease under his Hand and Seal, executed in due Form of Law, demise, lett, and set unto the said T. E. his Executors, Administrators and Assigns, the Messuage or Tenement, with the Appurtenances, and all and singular the Premisses herein before demised, from the End of the said Term of, &c. hereby granted for the further Term of, &c. at the Election of the said T. E. his, &c. At and under the same yearly Rent of, &c. per Annum, payable as is above-mentioned; and under the same Covenants, Conditions and Agreements, as are herein before-mentioned and contained on the Tenant's Part to be done and performed, he the said T. E. at the Time of sealing such Indenture, also signing, sealing, and in due Form of Law executing a Counter-part of such Lease so to be made of the Premisses as aforesaid.

A Covenant to add a Life in a Leasehold Estate on the Death of a present Life, for a certain Sum of Money.

Provided always, and it is hereby covenanted and agreed by and between the said Parties to these Presents, and hereby so declared, that

whenever any one of the three Lives named in the *Habendum* of these Presents, shall happen to die, that then in Case the other two of the said Lives named in the said *Habendum*, shall be living and in Health, he the said M. W. his Heirs and Assigns, shall and will, upon Request to him or them made by the said J. S. his Executors, Administrators or Assigns, add and fill up another Life in the Room and Stead of the Person so dying, under the like Rents, Covenants and Agreements as are herein contained, upon Payment to them of the Sum of, &c. and bearing the Charges of making such Lease, so always as such Sum of, &c. be paid within one Year after the Death of such Person so dying.

A Covenant that a Lease is made to a Man in Trust.

AND lastly, the said T. K. for himself, his Heirs, Executors and Administrators, doth hereby declare, that the Purchase Money paid as aforesaid, was the proper Money of the said J. H. of, &c. aforesaid: And that this Lease is so, as aforesaid, made in his Name, in Trust only, and to and for the Use of the said J. H. for and during her Life, and afterwards to the said W. I. and G. I. Sons of, &c. for and during their Lives; and to and upon no other Account, Use or Trust whatsoever.

A Covenant to produce Writings to confirm the Title of an Estate purchased.

AND the said J. B. for himself, his Heir, Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the

the said H. P. his Executors, Administrators and Assigns, by these Presents, that he the said J. B. his Heirs, Executors, Administrators and Assigns, shall and will at any Time or Times hereafter upon reasonable Request to be made to him or them by the said H. P. his Executors, Administrators or Assigns, or upon Notice in Writing to be left at the most usual Place of Residence of the said J. B. his Heirs, Executors, Administrators or Assigns, produce and shew forth in any Court or Courts, or before any Judge, or any other Person or Persons whatsoever, for the better confirming and assuring of the said Messuage, &c. unto the said H. P. his Executors, Administrators and Assigns, all such Deeds, Evidences and Writings concerning the said Premises, as the said J. B. his Heirs, Executors, Administrators and Assigns, or any of them now have, or at any Time or Times hereafter, shall or may have in his, their or any of their Custody or Possessions, or may come by, without Suit in Law.

A Covenant that an Estate sold is of such a Value, and so shall continue free from Incumbrances.

AND also, that the said Manor, Lordship, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, and every Part and Parcel thereof, with the Appurtenances, now are, and from henceforth for ever hereafter, shall remain, continue and be unto the said R. A. his Executors, Administrators and Assigns, and unto the said C. L. and I. K. their Heirs and Assigns, and every of them, severally and respectively, according to their several and respective Estates, as aforesaid, of the full

full and clear yearly Value of, &c. over and above all Charges and Reprizes, issuing and going out of the same. *And* that free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Jointures, Dowers, Uses, Wills, Entails, Leases, Rents, Arrearages of Rents, Issues, Fines, Post Fines, Americaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes Merchant, and of the Staple, Extents, Seizures, Forfeitures, Charges, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or caused to be had, made, committed, done or suffered by the said H. P. or any other Person or Persons whatsoever.

A Covenant that Lands settled on a Wife shall be indemnified against an Annuity.

AND the said C. D. doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said E. F. his Heirs and Assigns, by these Presents, that the said Lands and Premisses so settled upon the said K. as aforesaid, shall be after the Decease of the said C. D. for and during the natural Life of the said K. if the said Marriage shall take Effect, and she shall survive him, well and sufficiently saved and kept harmless and indemnified of and from the said Annuity or yearly Rent-charge of, &c. payable to, &c. which shall or may be claimed out of the Premisses by the said, &c. his Heirs, Executors, Administrators or Assigns.

A Covenant

A Covenant to Settle Lands of such a Value on a Wife and Children, by a certain Day.

AND it is agreed by an between all the said Parties to these Presents, and the said M. N. doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said E. F. G. H. and J. K. their Executors, Administrators and Assigns, and to and with every of them by these Presents, that he the said M. N. shall and will, at or before, &c. next ensuing the Date hereof, well and sufficiently settle, convey and assure unto the said S. T. or to such Person or Persons as they the said E. F. &c. shall nominate and appoint as Trustees on the Part and Behalf of the said S. T. by Way of Jointure for her Life, so much Lands as shall be of the clear yearly Value of, &c. over and above all Reprizes for Term of her Life, without Impeachment of Waste, freed and discharged of and from all Incumbrances whatsoever, in such Manner and Form as they the said E. F. &c. and the Survivors and Survivor of them, his and their Heirs and Assigns, or their or any of their Counsel learned in the Law shall advise. *And* that he the said M. N. shall likewise at or before the said, &c. as the Counsel of the said E. F. &c. shall advise, settle, convey and assure to and upon such Child or Children as the said M. N. shall beget upon the Body of the said S. and the Heirs of the Body or Bodies of such Child or Children, so much Land as shall be worth and of the clear yearly Value of, &c. at the least over and above all Charges and Reprizes whatsoever.

A Covenant

A Covenant to find a Man and his Wife and Children Maintenance during Life.

AND that the said A. B. his Executors or Administrators, shall and will during the Life of the said A. B. at his and their own proper Costs and Charges, find, provide and allow, or cause, &c. unto the said C. D. and E. his Wife, and the Children they shall happen to have between them during the said Term, sufficient Meat, Drink, Washing, Lodging, and all other Things necessary for any or either of them, with the said A. B. in his own Dwelling-house, situate, &c. or elsewhere, as to the said C. D. his Executors, &c. shall seem most meet and convenient.

A Covenant to pay Money on return from beyond Sea, Day of Marriage, or Death.

WHEREAS the said C. D. hath bargained and sold unto the said A. B. one Silver Watch for the Sum of, &c. to be paid as hereafter is mentioned. Now the said A. B. in Consideration thereof, doth covenant, promise, grant and agree, to and with the said C. D. his Executors, Administrators and Assigns, that he the said A. B. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators and Assigns, the said Sum of, &c. within ten Days next after the Coming or Arrival of the said A. B. from, &c. at or in the City of, &c. or any other Place within the Kingdom of Great Britain; or at and upon the Day of the Celebration of the Marriage of the said A. B. or at or upon

upon the Day of the Decease of the said A. B. which of the said Days or Times shall first and next happen after the Date of these Presents.

A Covenant not to revoke a Letter of Attorney for receiving an Annuity, and in Case of Death of the Party, to make a further Letter of Attorney.

AND that the said J. B. shall not at any Time hereafter revoke, annul or make void the said Letter of Attorney, or Power so made to the said R. C. as aforesaid, nor do commit or suffer any Act or Thing whatsoever, whereby the same or any Action or Suit in Law or Equity by the said R. C. by Virtue thereof, to be had or prosecuted, shall or may be released, revoked or discharged. *And also, that in Case the said R. C. shall happen to die before the said J. B. whereby the said Letter of Attorney should determine, that then he the said J. B. shall and will give such further Letter of Attorney unto such Person or Persons, as by the said R. C. or his Heirs, shall be nominated and appointed, for the Recovery of the said yearly Sum of, &c. to the proper Use and Benefit of the said Person or Persons so to be nominated or appointed, without any Accompt to be made to him the said J. B. or his Assigns for the same; and with Covenants not to revoke, determine, or make void the same, as by the said R. C. or his Heirs, shall be reasonably advised or required.*

A Covenant or Power to Revoke a Deed.

Provided always and upon Condition, That if the said A. B. do or shall at any Time hereafter, by any Writing by him to be sealed and

and subscribed in the Presence of two or more credible Witnesses signify and declare, that he is minded to make void this present Deed, and every Grant, Clause and Thing herein contained, That then and from thenceforth, immediately from and after such signification and Declaration as aforesaid, this present Deed and every Grant, Article, Clause and Thing therein contained, shall cease, determine, and be utterly void, to all Intents and Purposes whatsoever, any Thing in these Presents contained to the contrary thereof in any wise notwithstanding.

*A Covenant that Lands assigned shall be redeemed on paying a Sum of Money agreed on by a Defe-
zance.*

AND it is agreed and declared by and between the said Parties to these Presents, that the said Premises shall be redeemed and redeemable by the said R. B. his Heirs and Assigns, on Payment to the said M. N. and P. D. respectively of such Sum and Sums of Money, as shall be agreed, expressed and declared in and by one Indenture intended to bear Date the Day next after the Date hereof, and to be made between the said M. N. of the first Part, the said P. D. of the second Part, and the said R. B. of the third Part.

A Covenant for the Mortgagee to rebuild in Case of Fire.

AND further, That if by Accident of Fire, or otherwise, the said Messuage or Tenement shall happen to be ruined or impaired during the said Term, that the said T. E. his Heirs, Executors

Executors or Administrators, or some of them, shall and will, with all convenient Speed, cause the same to be well and substantially repaired, new erected, and built in as good a Condition as the same was before such Accident or Casualty happening.

A Covenant in a Mortgage made to two Persons to prevent Survivorship.

AND lastly, It is hereby declared and agreed by and between the said A. B. and C. D. and they do mutually covenant and agree each with the other, by these Presents, That no Benefit shall be had or taken by Survivorship of either of them the said A. B. and C. D. but that the Survivor of them, his Executors or Administrators, shall stand possessed of the said Mesuage, Tenement, Lands and Premisses above-mentioned, as concerning one Moiety or half Part thereof, in Trust for the Executors or Administrators of such of them as shall first happen to die: And that all Money payable by the said Proviso before in these Presents contained, and all Benefit and Profit to be made thereby, shall be equally divided between the said A. B. and C. D. and the Executors, Administrators and Assigns of each of them severally and respectively, and between the Survivor of them the said A. B. and C. D. and the Executors or Administrators of either of them first dying, without any Regard to be had or taken to any Survivorship.

Affent

Affent of an Executor to the Devise of a Lease-hold Estate.

THIS Indenture made, &c. Between, &c. Whereas A. B. of, &c. by his Indenture of Lease, bearing Date, &c. did demise, &c. all that, &c. And whereas the said C. did survive the said &c. by Reason whereof the said, C. D. became lawfully possessed of the said, &c. and afterwards made his last Will and Testament in Writing, and made the said, &c. Executors thereof, who proved the said Will, &c. And the said C. D. did therein and thereby, amongst other Things, give and devise the said Messuage to, &c. Now this Indenture witnesseth, That the said Executors in Pursuance of the said Will of the said, &c. Have assented, and by these Presents do assent to the Legacy as aforesaid, given by the said Will to the said, &c. And by these Presents, as much as in them lies, and they lawfully may or can do, hereby assign, &c. To hold unto the said, &c. his Executors, Administrators and Assigns, during all the Residue of the said Term of, &c. yet to come and unexpired, subject nevertheless to the Rent and Covenants in the said recited Indenture of Lease contained on the Tenants or Lessees Part, to be paid, done and performed. In Witness, &c.

Agreement for building of a House.

Memorandum, That on this Day, &c. it is agreed between W. B. of, &c. and J. H. of, &c. in Manner following, viz. The said J. H. doth for himself, his Executors and Administrators, covenant, promise and agree, to and with the

the said W. B. his Executors, Administrators and Assigns, that he the said J. H. or his Assigns, shall and will within the Space of one Year next after the Date hereof, in a good and workmanlike Manner, and according to the best of his Art and Skill, build, erect, set up, and finish one Messuage, Tenement, or Dwelling-house, at and in, &c. of the Dimensions, and to contain the several Particulars following, &c. *In Consideration* whereof the said W. B. doth for himself, his Executors, and Administrators, covenant, promise and agree to and with the said J. H. his Executors, Administrators and Assigns, well and truly to pay, or cause to be paid to the said J. H. his Executors, Administrators or Assigns, the Sum of, &c. in Manner following, *viz.* &c. Part thereof at the Beginning of the said Work, &c. other Part thereof at, &c. and the remaining, &c. in full for the said Work when the same shall appear to the said W. B. his, &c. to be compleatly finished. *And also*, that he the said W. B. his Executors, Administrators or Assigns, shall and will, at his or their own proper Expence, find and provide all the Timber, Stone, Lime, Mortar, and other Materials necessary for the making and Building of the said Messuage, Tenement or Dwelling-house. *In Witness,* &c.

Agreement for taking down of an old House, and building a new one.

Articles of Agreement made, &c. Between A. B. of, &c. and C. D. of, &c.

I *Ipso* the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said

A. a

A. B.

A. B. his Executors, Administrators and Assigns, by these Presents, in Manner following, (that is to say) That he the said C. D. his Executors, Administrators and Assigns, or some of them, for the Considerations hereafter mentioned, shall and will forthwith take down or cause to be taken down, the now Dwelling-house of the said A. B. situate, &c. and in the Room thereof shall make, erect, build and set up one new Tenement or Dwelling-house of thirty Foot wide in Front, fifty Foot long, and three Story high, each Story being, &c. Feet, together with a Cellar of the Dimensions, &c. and shall also make four Rooms on each Floor; And that he the said C. D. his, &c. shall find and provide at his own proper Costs and Charges, all and all manner of Bricks, Tiles, Timber, Laths, Nails, Lead, Iron, Sand, Lime, and all other Materials whatsoever, which shall be fitting and necessary to be used in or about the said Building, And shall carry away all Rubbish that shall arise by Reason of the said Building, which the said C. D. his, &c. shall and will in all Things well and workmanlike erect and finish on or before, &c. next after the Date hereof.

And the said A. B. for himself, his Executors and Administrators, in Consideration of the said Building, so to be built and finished in Manner aforesaid, doth covenant and grant to and with the said C. D. his, &c. That he the said A. B. his, &c. or some of them, shall and will well and truly pay or cause to be paid unto the said C. D. his Executors, &c. the Sum of 500*l.* of lawful British Money, at three several Payments, viz. 100*l.* on, &c. (or in Hand, at and before the Sealing hereof) 200*l.* more when the Roof of the said Building is framed and tiled, and 200*l.*

200l. more, Residue and in full Payment of the said Sum, when the whole Building is fully compleated. *In Witness, &c.*

Agreement for Transferring and Refusal of Stock.

IN Consideration of the Sum of, &c. to me A. B. of, &c. in Hand paid by C. D. of, &c. I the said A. B. do hereby for myself, my Executors and Administrators, covenant, promise and agree, to and with the said C. D. his Executors, Administrators and Assigns, That I the said A. B. my Executors, &c. shall and will transfer or cause to be transferred to the said C. D. his, &c. one Share in the Stock of the Governor and Company of, &c. within three Days next after the same shall be demanded; together with all Dividends, Profits and Advantages whatsoever, that shall after the Date hereof be voted, ordered, made, arise or happen thereon, or in Respect thereof, (if any shall be) So as the said C. D. his, &c. shall make Demand of the said one Share of Stock personally by Word of Mouth, of me, my Executors, &c. or by a Note in Writing under his or their Hand, to be left with or for me, my Executors, &c. at my now dwelling-house, situate, &c. at any Time on or before, &c. now next coming, and also pay or cause to be paid to or to the Use of me the said A. B. my Executors, &c. for the said one Share of Stock and Dividends as aforesaid, within the said three Days next after Demand, the full Sum of, &c. at the Place where the Transfer-Books belonging to the said Company shall for the Time being be kept, together with all Advance-Money (if any shall be) But if the said C. D. his, &c. shall not demand the

said one Share of Stock, as aforesaid, within the Time aforesaid, and also pay or cause to be paid to or to the Use of me, my Executors, &c. the said Sum of, &c. and all Advance-Money, as aforesaid, at the Place aforesaid, within the said three Days next after such Demand, Then this present Writing shall be void, and the said &c. to remain to me the said A.B. my Executors, &c. for ever. *Witness, &c.*

The Transfer of the Stock.

I A.B. do hereby sell, assign and transfer unto C.D. one Share in the Stock of the Company of, &c. with all the present and future Profits thereof, for the Sum of, &c. *Witness my Hand, &c.* A.B.

Acceptance of the Stock.

I C.D. do hereby accept the above Share in the Stock of, &c. *Witness, &c.* C.D.

N.B. These last are entered in the Books of the Company to which the Stock belongs.

An Exchange of Lands held by Chattel Lease.

*T*his Indenture made, &c. Between A.R. of &c. of the one Part, and C.W. of, &c. of the other Part, *Witnesseth*, That the said A.R. *both* given and granted, and by these Presents doth give and grant unto the said C.W. All that Messuage, &c. lying and bounded, &c. in the Possession of, &c. *To have and to hold* the said Messuage or Tenement and Premises above-mentioned, with the Appurtenances, unto the said

said C. W. his Executors, Administrators and Assigns, for and during the Term of 99 Years next and immediately ensuing, and fully to be compleat and ended, if the said A. R. &c. or any or either of them shall happen so long to live. *In exchange for one Messuage, &c. lying and bounded, &c. in the Possession of, &c.* For which Consideration the said C. W. hath given and granted, and by these Presents doth give and grant unto the said A. R. the said Messuage, &c. last above-mentioned, with the Appurtenances; *To have and to hold the said Messuage or Tenement and Premises last above-mentioned, with the Appurtenances, unto the said A. R. his Executors, Administrators and Assigns, for and during the Term of 99 Years, next immediately ensuing and following, fully to be compleat and ended, if he the said C. W. &c. or any or either of them shall happen so long to live:* *In exchange for the said Messuage or Tenement and Premises first above-mentioned.* And the said A. R. for himself, his Executors and Administrators, doth covenant and grant to and with the said C. W. his Executors and Administrators, that he the said C. W. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premises first above-mentioned, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said A. R. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever, claiming in, by, from or under him, them or any of them. *And the said C. W. for himself, his Executors*

and Administrators, doth covenant and grant to and with the said A. R. his Executors and Administrators, that he the said A. R. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premises last above-mentioned, to be situate, &c. without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said C. W. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever, claiming in, by, from or under him, them, or any them. *In Witness, &c.*

An Exchange of Lands in Fee.

THIS Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. on the other Part; *Witnesseth*, that the said A. B. *batb* given, granted and confirmed, and by these Presents doth fully, freely and absolutely give, &c. unto the said C. D. *All that Close of Meadow Ground, &c. To have and to hold the said Close of Meadow Ground and Premises hereby given and granted, or mentioned or intended to be hereby given and granted, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns for ever.* *In exchange for the Close of Pasture Ground hereafter in these Presents mentioned to be given and granted in Exchange by the said C. D.* *And this Indenture further witnesseth*, that the said C. D. for the Considerations aforesaid, *batb* given, granted and confirmed, and by these Presents doth

doth fully, freely and absolutely give, grant and confirm unto the said A. B. *All* that Close of Pasture Ground, &c. *To have and to hold* the said Close of Pasture Ground and Premises above-mentioned to be given and granted by the said C. D. with the Appurtenances, unto the said A. B. his Heirs and Assigns for ever; *In Exchange* for the Close of Meadow before-mentioned to be given and granted in Exchange by the said A. B. *And* the said A. B. for himself, his Heirs and Assigns, doth covenant, and grant, to and with the said C. D. his Heirs and Assigns, by these Presents, that he the said C. D. his Heirs and Assigns, shall or lawfully may from Time to Time, and at all Times hereafter for ever, peaceably and quietly enter into, have, hold and enjoy the said Close of Meadow Ground and Premises before-mentioned, or intended to be hereby given and granted by the said A. B. with the Appurtenances, without any Let, Trouble, Challenge, Claim, Disturbance or Interruption of or by him the said A. B. his Heirs or Assigns, or of or by any other Person or Persons whatsoever, claiming or to claim from, by or under him, them or any of them. *[Here add the like Covenant from C. D. to A. B. peaceably to enjoy the Close of Pasture]* Provided always, and the said Parties to these Presents, for themselves, their Heirs and Assigns, do covenant, grant and agree each with the other by these Presents, That if it shall happen, that either of the said Closes, or any Part thereof, to be at any Time hereafter lawfully evicted, or taken away, out of the Possession of either of the said Parties, their Heirs or Assigns, contrary to the true Meaning hereof, by any former Right or Title, or by the Heirs or Assigns of

either of the said Parties, so as the said Exchange cannot continue; that then and from thenceforth the said Gifts, Grants and Confirmation, in Exchange of either of the said Parties, touching the Premisses given and granted in Exchange, shall be void and of none Effect. And that then and from thenceforth it shall and may be lawful to and for either of the said Parties, their Heirs or Assigns, after such Ejection, Eviction, or taking away of the Possession as aforesaid, to enter into his or their Lands, so by him or them given or granted in Exchange as aforesaid; and the same to have again as in their former Estate, any Thing herein contained to the contrary thereof notwithstanding. *In Witness, &c.*

Deeds of Partition, Partnerships.

An Indenture of Partition of Lands, held by Tenants in Common, for a Term of Years.

THIS Indenture made, &c. Between M. A. of, &c. of the one Part, and D. E. of, &c. of the other Part. *Whereas* the said M. A. and D. E. do by Virtue of one Indenture of Lease, bearing Date, &c. made by, &c. hold and enjoy a Messuage or Tenement, and divers Lands, &c. with the Appurtenances, in, &c. aforesaid, for the Remainder of a Term of, &c. Years, as Tenants in Common. *And whereas* the said M. A. and D. E. for the mutual Interest and Advantage of each other, have agreed and consented to make Partition and Division of the said

said Messuage, Lands, Tenements and Premises above-mentioned. Now this Indenture Witnesseth, That for the Division of all and singular the said Messuage, Lands, Tenements and Premises, it is covenanted, granted, concluded and agreed, by and between the said Parties to these Presents; and the said M. A. for himself, his Executors and Administrators, doth covenant, grant, conclude and agree to and with the said D. E. his Executors, Administrators and Assigns, by these Presents, That he the said D. E. his Executors, Administrators and Assigns, shall and may have, hold, occupy, possess and enjoy, for his and their Part and Portion of the said Messuage, Lands, Tenements and Premises above-mentioned, All that Piece or Parcel of Meadow Ground called, &c. and, &c. Part of the said Messuage and Premises aforesaid, for and during all the Rest, Residue and Remainder of the said Term of, &c. yet to come and unexpired. And the said D. E. for himself, his Executors and Administrators, doth covenant, grant, conclude and agree, to and with the said M. A. his Executors, Administrators and Assigns, by these Presents, That he the said M. A. his Executors, Administrators and Assigns, shall and may have, hold, occupy, possess and enjoy, for his and their Part and Portion of the said Messuage, Lands, Tenements and Premises above-mentioned, All that the said Messuage or Tenement, and, &c. the remaining Part of the said Premises, for and during all the Rest, Residue and Remainder of the said Term of. &c. yet to come and unexpired. And the said M. A. for himself, his Executors and Administrators, doth covenant and grant to and with the said D. E. his Executors

Executors and Administrators, That he the said D. E. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the Remainder of the said Term of, &c. peaceably and quietly have, hold and enjoy the said Piece or Parcel of Meadow, &c. above allotted and assigned to him as aforesaid, upon the Partition and Division aforesaid, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said M. A. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever, claiming by, from or under him, them, or any of them. *And* the said D. E. for himself, his Executors and Administrators, doth covenant and grant to and with the said M. A. his Executors and Administrators, That he the said M. A. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the Remainder of the said Term of, &c. peaceably and quietly have, hold and enjoy the said Mes-suage, &c. above allotted and assigned to him as aforesaid, upon the Partition and Division aforesaid, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said D. E. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever claiming or to claim, by, from or under him, them, or any of them. *In Witness, &c.*

A Partition of Lands held in Fee, given by Will.

This Indenture, made; &c. Between A. B. of, &c. of the one Part, and C. B. of, &c. of the other Part. Whereas C. B. late of, &c. deceased,

ceased, Father of the said A. B. and C. B. being in his Life-time seized in Fee of and in two Messuages, &c. called by the Names of, &c. situate, &c. in the Possessions of, &c. Did in and by his last Will and Testament, bearing Date, &c. give, devise and bequeath the said Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, with the Appurtenances, unto the said A. B. and C. B. and to their Heirs and Assigns for ever, as by the said Will may more fully appear. Now this Indenture Witnesseth, That for a Division of the said Messuages, Lands, Tenements, Hereditaments and Premisses aforesaid, it is covenanted, granted, concluded and agreed upon, by and between the said A. B. and C. B. and the said A. B. for himself, his Heirs and Assigns, doth covenant, grant, conclude and agree, to and with the said C. B. his Heirs and Assigns, by these Presents, That he the said C. B. his Heirs and Assigns, shall and may from henceforth possess and enjoy in Severalty and full Satisfaction of his Moiety of the said two Messuages, &c. above mentioned, All that Messuage, &c. called, &c. To have and to hold the said Messuage, &c. to the said C. B. his Heirs and Assigns, in Severalty, To his and their own proper Use and Behoof for ever. And the said C. B. for himself, his Heirs and Assigns, doth covenant, grant, conclude and agree to and with the said A. B. his Heirs and Assigns, That he the said A. B. his Heirs and Assigns, shall and may from henceforth possess and enjoy, in full Satisfaction of his Moiety, Share and Proportion of the said two Messuages, &c. above mentioned, all that other Messuage, &c. called, &c. To have and to hold the said last mentioned Messuage, &c. to the said

A. B.

Executors and Administrators, That he the said D. E. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the Remainder of the said Term of, &c. peaceably and quietly have, hold and enjoy the said Piece or Parcel of Meadow, &c. above allotted and assigned to him as aforesaid, upon the Partition and Division aforesaid, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said M. A. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever, claiming by, from or under him, them, or any of them. And the said D. E. for himself, his Executors and Administrators, doth covenant and grant to and with the said M. A. his Executors and Administrators, That he the said M. A. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the Remainder of the said Term of, &c. peaceably and quietly have, hold and enjoy the said Mes-suage, &c. above allotted and assigned to him as aforesaid, upon the Partition and Division aforesaid, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said D. E. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever claiming or to claim, by, from or under him, them, or any of them. *In Witness, &c.*

A Partition of Lands held in Fee, given by Will.

THIS Indenture, made; &c. Between A. B. of, &c. of the one Part, and C. B. of, &c. of the other Part. Whereas C. B. late of, &c. deceased,

ceased, Father of the said A. B. and C. B. being in his Life-time seized in Fee of and in two Messuages, &c. called by the Names of, &c. situate, &c. in the Possessions of, &c. Did in and by his last Will and Testament, bearing Date, &c. give, devise and bequeath the said Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, with the Appurtenances, unto the said A. B. and C. B. and to their Heirs and Assigns for ever, as by the said Will may more fully appear. *Now this Indenture Witnesseth*, That for a Division of the said Messuages, Lands, Tenements, Hereditaments and Premisses aforesaid, it is covenanted, granted, concluded and agreed upon, by and between the said A. B. and C. B. and the said A. B. for himself, his Heirs and Assigns, doth covenant, grant, conclude and agree, to and with the said C. B. his Heirs and Assigns, by these Presents, That he the said C. B. his Heirs and Assigns, shall and may from henceforth possess and enjoy in Severalty and full Satisfaction of his Moiety of the said two Messuages, &c. above mentioned, *All that Messuage, &c. called, &c. To have and to hold the said Messuage, &c. to the said C. B. his Heirs and Assigns, in Severalty, To his and their own proper Use and Behoof for ever.* *And the said C. B. for himself, his Heirs and Assigns, doth covenant, grant, conclude and agree to and with the said A. B. his Heirs and Assigns, That he the said A. B. his Heirs and Assigns, shall and may from henceforth possess and enjoy, in full Satisfaction of his Moiety, Share and Proportion of the said two Messuages, &c. above mentioned, all that other Messuage, &c. called, &c. To have and to hold the said last mentioned Messuage, &c. to the said*

A. B.

A. B. his Heirs and Assigns; in Severalty, To his and their own proper Use and Behoof for ever. And the said A. B. for himself, his Heirs and Assigns, for the Considerations aforesaid, hath remised, released, and for ever quit claimed, and by these Presents doth remise, release, and for ever quit Claim, unto the said C. B. his Heirs and Assigns, all the Estate, Right, Title, Interest, Claim and Demand whatsoever, which he the said A. B. now hath, or which at any Time hereafter he shall or may have or claim of, in and to the said Messuage, called, &c. above allotted and appointed unto him the said C. B. and his Heirs, as aforesaid. And the said C. B. for himself, his Heirs and Assigns, for the Considerations above-mentioned, hath remised, released, and for ever quit claimed, and by these Presents doth remise, release, and for ever quit Claim unto the said A. B. his Heirs and Assigns, all the Estate, Right, Title, Interest, Claim and Demand whatsoever, which he the said C. B. now hath or claimeth, or which at any Time hereafter he shall or may have or claim of, in and to the other Messuage, called, &c. above allotted and appointed unto him the said A. B. and his Heirs, as aforesaid. In Witness, &c.

A Deed for Partition of Lands, by way of casting Lots, &c.

THIS Indenture Tripartite, made between the Right Honourable the Lady M. C. Widow, of the first Part; the Right Honourable J. Lord S. and the Lady E. his Wife, of the second Part; and J. G. of, &c. Esq; and A. his Wife, of the third Part. Whereas by one Indenture

ture bearing Date, &c. made, or mentioned to be made, between, &c. [Here recite a Covenant to levy a Fine of several Manors, &c. by way of Settlement; And that the Fine was levied accordingly.] And whereas the said, &c. is since deceased without any Heir Male of his Body lawfully begotten, whereby all and singular the said Manors, &c. Hereditaments and Premises, are descended and come unto the said Lady M. C. the Lady E. S. and A. G. Now this Indenture witnesseth, That for a Partition of all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, herein before mentioned, to be made between the said Parties to these Presents, that every of them may hold and enjoy their Part in Severalty to them, their Heirs and Assigns: It is hereby covenanted, granted, concluded and agreed, by and between all the said Parties to these Presents, for them and their Heirs, in Manner and Form following; (that is to say) That all the said Manors, &c. shall be and are hereby divided and set forth into three Parts, Divisions or Allotments; and that for the first of the said three Parts, Divisions or Allotments, there shall be and is hereby set forth and allotted the said Manor of, &c. with the Rights, Members and Appurtenances in the said County of, &c. And also, &c. with all Houses, Edifices, &c. And that for the second of the said three Parts, Divisions or Allotments, shall be and is hereby set forth and allotted, all those the said Manors of, &c. situate, lying in, &c. And that for the third Part of the said three Parts, Divisions or Allotments, there shall be and is hereby set forth and allotted, all those the Manors or Lordships of, &c. with their and every

every of their Rights, Members and Appurtenances in, &c. And also all Suits, Services, Courts Leet, &c. And all Royalties, &c. whatsoever unto the said Manors or Lordships of, &c. or either of them, belonging or in any wise appertaining, with all and singular their and every of their Appurtenances: And also, all other the said Messuages, Lands, Tenements and Hereditaments whatsoever, late of him the said, &c. in the said recited Indenture and Fine comprised or settled as aforesaid, lying or being in the several Parishes, Towns, Villages, Hamlets and Fields of, &c. or in any of them, in the said County of, &c. And it is hereby further covenanted, granted, concluded and agreed, by and between all the said Parties to these Presents, for them, their Heirs and Assigns, That all the said Premisses being so hereby set forth and divided into the said three Parts, Divisions or Allotments, as aforesaid, it shall be resolved and determined, by way of Lot, to which of them the said Parties each several Part, Division or Allotment shall belong, in Manner following; (that is to say) In one small Scroll of Parchment shall be written these Words, (viz.) *Manor of*, &c. or the first Division, which Scroll shall be inclosed in Wax, to be made up round in the Form of a Ball: And the said Ball shall stand for and be the Lot for the first Part, Division or Allotment, (viz.) The said *Manor of*, &c. and other the Premisses herein before set out for the first of the said three Parts, Divisions or Allotments, In one other like Scroll of Parchment shall be written these Words, &c. or the second Division, &c. And in one other like Scroll of Parchment shall be written these Words, &c. or the third.

third Division, &c. And all the said three Scrolls of Parchment, or Balls, shall be put together in a Bag; and first, the said Lady M. C. shall put her Hand into the said Bag, and take out one of the said Balls; and afterwards the said T. Lord S. for himself, and the said Lady E. his Wife, shall put his Hand into the said Bag, and take out another of the said Balls; and afterwards the said J. G. for himself, and the said A. his Wife, shall put his Hand into the said Bag, and take out the other of the said Balls; and that Lot which shall be taken by the said Lady M. shall stand and be for the Part and Share of the said Lady M. her Heirs and Assigns, of all the said Manors, &c. And that Lot which shall be taken by the said Lord S. shall stand and be for the Part and Share of the said Lady E. his Wife, her Heirs and Assigns, of all the said Manors, &c. And that Lot which shall be taken by the said J. G. &c. And that every of them, the said Lady M. Lord S. and Lady E. his Wife, and J. G. and A. his Wife, and their several Heirs and Assigns, and all other Persons claiming by, from or under them, or any of them, or by any Grants or Conveyances made by them, or any of them, shall and will for ever abide and stand to such Determination by way of Lot, as aforesaid: And that after such Determination made by Lot, as aforesaid, Assurances and Conveyances shall be made of the said several Parts and Divisions accordingly; (that is to say) such of the said Parties to these Presents, and their Heirs and Assigns, to whom the said Manor, &c. thereby allotted and set forth for the said first Division or Allotment that shall fall or happen by way of Lot as aforesaid, shall and will

will from Time to Time, and at all Times, within the Space of seven Years next ensuing the Date hereof, at and upon the reasonable Request, and at the Costs and Charges in the Law of the said other Parties to these Presents, their Heirs or Assigns respectively, make and execute such reasonable Assurances and Conveyances for the assuring, releasing and conveying of all the rest of the said Manors, &c. set forth and allotted for the said second Division, and for the said third Division respectively: And all his, her and their Estate, Interest, Claim and Demand in or to the same, unto such of the said Parties, and their Heirs and Assigns, to whom they shall respectively happen or fall by such Lot as aforesaid, as by the said Parties and their Heirs, to whom the same shall happen to fall by Lot as aforesaid, shall be reasonably devised and required. And such of the said Parties to these Presents, and their Heirs and Assigns, to whom the said Manors, &c. hereby allotted and set forth for the said second Division, or Allotment, shall fall or happen by way of Lot as aforesaid, shall and will from Time to Time, and at all Times, within the Space of, &c. next ensuing, &c. make and execute, &c. for assuring the rest of the said Manors, &c. set forth and allotted for the first Division, and for the said third Division respectively. And all his or her Estate, &c. *at supra*. The like for the Party to whom the third Division shall happen, to assure to those that have the first and second. *In Witness*, &c.

A Partition

A Partition between three Jointenants.

THIS INDENTURE TRIPARTITE, made, &c. Between M. C. of, &c. of the first Part; G. C. of, &c. of the second Part; and T. C. of, &c. of the third Part. Whereas, &c. [Here recite a Conveyance from H. B. to the said M. C. G. C. and T. C. and their Heirs;] as by the said recited Indenture more at large appeareth. By Virtue of which said recited Release or Conveyance, the said M. C. G. C. and T. C. are now jointly seized as of Fee of the said several Messuages, &c. before mentioned to be to them granted. Now this Indenture witnesseth, That the said M. C. G. C. and T. C. have made Partition, and by these Presents do make a full, perfect and absolute Partition of the said Messuages, &c. to and amongst them the said M. C. G. C. and T. C. in three Parts, in Manner and Form following; (that is to say) That he the said M. C. his Heirs and Assigns, shall have, hold and enjoy, to the only proper Use and Behoof of the said M. C. his Heirs and Assigns for ever, All that, &c. for the full Part and Portion of the said M. C. of, and in all and every the Premisses above mentioned, to be granted to the said M. C. G. C. and T. C. by, &c. And the said G. C. his, &c. shall have, hold, &c. for the full Part and Portion of the said G. C. &c. And that the said T. C. his, &c. shall have, hold, &c. for the full Part and Portion of the said T. C. &c. And the said G. C. and T. C. do by these Presents give, grant, release and confirm to the said M. C. and his Heirs, the said Messuage, &c. And all the Estate, Right, Title and Interest which the said G. C.

B b and

and T. C. have, or either of them hath, or may or ought to have, of, in and to the said Messuage, &c. by Virtue of the said Conveyance from, &c. or otherwise howsoever; *To have and to hold the said Messuage, &c.* to the said M. C. his Heirs and Assigns, *To the only Use and Behoof of the said M. C. his Heirs and Assigns, for ever.* And the said M. C. and T. C. do by these Presents, give, grant, assign, release and confirm to the said G. C. &c. And the said M. C. and G. C. do by these Presents give, grant, release and confirm to the said T. C. &c. *ut supra.* And the said G. C. and T. C. severally and apart, and not jointly, and for their several Heirs, Executors, Administrators, and Assigns, do severally and apart, and not jointly, covenant, promise and grant, to and with the said M. C. his Heirs and Assigns, That he the said M. C. his Heirs and Assigns, shall and may from henceforth for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage, &c. before released and granted for the Part of the said M. free, clear and discharged of and from all other Estates, Rights, Titles, Charges and Incumbrances whatsoever had, made, or willingly suffered, or hereafter to be had, &c. of or by the said G. C. or T. C. or either of them, their or either of their Heirs or Assigns; And that without any the Let, Suit, Trouble, Hindrance, Interruption or Denial of them the said G. C. and T. C. or either of them, their or either of their Heirs or Assigns, or of any other Person or Persons lawfully claiming by, from or under them, or any of them. The like Covenant from M. C. and T. C. that G. C. shall enjoy his Part. And the like Covenant from M. C. and G. C. that

T. C.

T. C. shall enjoy his Part. *And* all the said Parties to these Presents, do for themselves severally and apart, and not jointly; and for their several Heirs, &c. severally and apart, and not jointly, covenant and grant to and with each other, That if either of the Parties shall, within the Space of seven Years, request farther Assurance to be made of his or their Part and Allotment of and in the Premisses aforesaid; that then the rest of the said Parties shall and will, at the Costs and Charges in the Law of such Party so requesting, make, do and execute, or cause or procure to be made, done and executed, *all* and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the further, better, and more perfect assuring of the said Allotment and Portion of such Party so requesting the same, as shall by such Party or Parties, or his or their Counsel learned in the Law, be reasonably devised or advised. *In Witness, &c.*

Articles of Copartnership in two Trades, where each Party puts in so much Stock; to manage their Trades to the best Advantage; Neither of the Parties to do any Thing without the Consent of the other; Equally to pay the Rent of their Shop; All Loss to be born out of the Stock; To keep Books of Accompt; And once in three Months to make up Accompts, and divide the Profits, &c.

Articles of Agreement, indented, made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, in Manner following; (viz.)

In primis, It is agreed by and between the said Parties to these Presents; and the said A. B. and C. D. have joined, and by these Presents do join themselves to be Copartners together, as well in the Art or Trade of, &c. and all Things thereto belonging; as also in buying, selling, vending and retailing of all Sorts of Wares, Goods and Commodities, belonging to the Art or Trade of, &c. and all Things thereunto belonging; which said Copartnership is to continue between them from the Day of the Date of these Presents, for and during and unto the full End and Term of, &c. from thence next ensuing, and fully to be compleat and ended. And to that End and Purpose, he the said A. B. hath, the Day of the Date of these Presents, delivered in as a Stock, the Sum of, &c. and the said C. D. the Sum of, &c. to be used, laid out and employed in common between them, for the Management of the said Trades of, &c. to their utmost Benefit and Advantage. Item, It is agreed by and between the said Parties to these Presents, and the said Copartners, each for himself respectively, and for his own particular Part, and for his Executors and Administrators, doth severally, and not jointly, covenant, promise, and agree to and with the other Partner, his Executors and Administrators, by these Presents, in Manner and Form following; (that is to say) That they the said

said Copartners shall not, nor will, at any Time hereafter use, exercise or follow, the Trades aforesaid, or any other Trade whatsoever, during the said Term, to their private Benefit or Advantage; but shall and will from Time to Time, and at all Times, during the said Term (if they shall so long live) do their and each of their best Endeavours in and by all Means possible, to the utmost of their Skill, Power and Cunning, for their joint Interest, Profit, Benefit and Advantage, and truly employ, buy, sell and merchandize with the Stock aforesaid, and the Encrease thereof in the Arts or Trades aforesaid, without any sinister Intentions or fraudulent Endeavours whatsoever. *And also*, that they the said Copartners shall and will from Time to Time, and at all Times hereafter during the said Term, pay, bear and discharge equally and proportionably between them, the Rent of the Shop, which they the said Copartners shall rent or hire for the joint exercising and managing the Arts or Trades aforesaid, as the same shall be by any indifferent Person, to be chosen between the said Copartners, judged and valued to be worth. *And also*, that all such Gain, Profit and Increase, that shall come, grow or arise, for or by reason of the said Trades and joint Occupying as aforesaid, shall be from Time to Time, during the said Term and joint Occupying, equally and proportionably divided between them the said Copartners, Share and Share alike. *And likewise*, That all such Loss as shall happen in the said joint Occupying, by bad Debts, ill Commodities, or otherwise, without Fraud or Covin, shall be paid and borne equally and proportionably between them, Share and Share alike. *And*

it is further covenanted and agreed by and between the said Parties to these Presents, That there shall be had and kept from Time to Time, and at all Times, during the said Term and joint Occupying and Copartnership together as aforesaid, perfect, just and true Books of Accompt, wherein each of the said Copartners shall duly and truly enter and set down, as well all Money by them received, paid, expended and laid out, in and about the Management of the said Trades, as also all Wares, Goods, Commodities and Merchandise, by them or either of them bought and sold, by Reason or Means, or upon the Account of their said Copartnership, and all other Matters and Things whatsoever to the said Trades, and the Management thereof, in any wise belonging or appertaining; which said Books shall be used in common between the said Copartners, so that either of them may have free Access thereto, without Interruption of the other. *And also*, That they the said Copartners, once in three Months, or oftner if Need shall require, upon the reasonable Request of one of them, shall make, yield and render each to the other, or to the Executors of each other, a true, just and perfect Accompt, as well of all Profits and Increase by them or either of them so made as aforesaid, and of all Losses by them or either of them sustained; as also of all Payments, Receipts, Disbursements, and all other Things whatsoever by them made, received, disbursed, acted, done or suffered in their said Copartnership and joint Occupying as aforesaid. *And the same Accompt so made, shall and will clear, adjust, pay and deliver each unto the other, at the Time of making such Accompt, their equal Shares*

Shares of the Profits so made as aforesaid. *And* at the End of the said Term of, &c. or other sooner Determination of these Presents, (be it by the Death of one of the said Copartners, or otherwise howsoever) they the said Copartners shall and will each to the other, or (in Case of the Death of either of them) the surviving Party to the Executors or Administrators of the Party so deceased, shall and will make a true, final and just Account of all Things, as aforesaid, and divide the Profits as aforesaid, and in all Things well and truly adjust the same. *And* that then also, upon the making of such final Account, all and every the Stock and Stocks, and the Gains and Increase thereof, which shall then appear to be remaining, whether consisting in Money, Wares, Debts, or otherwise shall be equally and indifferently parted and divided between the said Copartners, their Executors or Administrators, Share and Share alike. *In Witness,* &c.

Articles of Copartnership entred into, in Consideration of a Marriage, &c.

Articles of Agreement indented, made, &c. Between P. H. of, &c. of the one Part, and A. M. of, &c. of the other Part, in Manner following, (that is to say)

I *Mprimis, It is agreed by and between the Parties to these Presents; and the said P. H. for and in Consideration of a Marriage intended shortly to be had and solemnized between the said A. M. and G. H. Daughter of the said P. H. Hath consented, and agreed to receive and admit the said A. M. to be Copartner with*

him in the excercising and managing of the Art, Mistery or Trade of a Goldsmith, which he the said P. H. now useth, to which End and Purpose they the said P. H. and A. M. in regard to the special Truſt and Confidence which each of them reposeth in the other, *Have*, join'd, and by these Presents do join themselves to be Copartners together, in the exerſing, following and managing the said Art, Trade or Miſtery of a Goldsmith, with all Things thereunto belonging, from the Day of the Date of these Presents, for and during, and unto the full End and Term of seven Years, from thence next ensuing, and fully to be compleat and ended. *And for* the better Management and improving of the said Copartnership, they the said Copartners have deposited and put in as a Stock or Fund, the Several Sums herein after mentioned; (that is to say) the said P. H. hath deposited the Sum of 800 l. of, &c. and the said A. M. hath deposited the Sum of 600 l. of like, &c. to remain and be as and for a common Stock or Fund to be uſed and employed in and about the said Copartnership, during the Continuance thereof in Manner as is herein after mentioned and appointed. *Item*, It is covenanted, concluded and agreed by and between the said Parties to these Presents; and the said Copartners, each of them for himself respectively, and for his several and reſpective Executors and Administrators, doth ſeverally covenant, promise and grant to and with the other Copartner, his Executors and Administrators, by these Presents, in Manner and Form following, (that is to say) That all and all Manner of Sum and Sums of Money, Cofts and Charges, which ſhall or may at any Time hereafter, during the Continuance of the ſaid Copartnership,

nership, be laid out, disbursed or expended, as well in or about the working at, using, exercising or Management of the Art or Trade aforesaid, of what Nature, Kind or Quality soever, the same shall or may be, or in or about the buying of Silver and other Materials whatsoever, or for the Payment of Servants Wages; as also to and for the Rent of the House wherein they do or shall dwell; and all Manner of Provisions necessary for the Maintenance of themselves and Families, and all other Charges and Disbursements in House-keeping or otherwise howsoever, (Cloathing for themselves and Families only excepted) shall be from Time to Time, and at all Times hereafter paid, satisfied and discharged out of the common Stock or Fund, so deposited by them to the Intent as aforesaid: In the expending, laying out and disbursing whereof they the said Copartners shall and will use their utmost Care and Industry in the most Husband-like Manner to preserve and manage the same to their joint Interest: And also that they the said Copartners shall not, nor will at any Time hereafter during the Continuance of the said Copartnership, use, exercise or follow the Art, Mystery or Trade aforesaid, to their or either of their private Benefit or Advantage, but shall and will at all Times use, exercise and employ their best Endeavours Skill and Cunning, for their joint Interest, without any sinister or fraudulent Acts or Endeavours whatsoever; Excepting only, and it is hereby agreed that it shall and may be lawful to and for the said P. H. to have, take and receive to his own proper Use all such Benefit and Advantage, as shall come, arise or be made, by Reason of, any Piece of Workmanship, which shall be wholly wrought, begun and finished by his own Hands, without

without any Breach of this present Agreement & Copartnership: And in a more especial Manner the said P. H. shall and will chiefly apply himself to inspect into and give Directions in and about the Working Part of the said Art, Mystery or Trade, without being obliged to work at the same in his own Person, but at his free Will and Pleasure. *And* the said A. M. shall and will employ and apply himself in and about the Management of the said Stock, and the Shop, for the Merchandizing the same, and getting in such Sums of Money as shall be entrusted during the said Copartnership; but so as either of the said Copartners may at their free Wills and Pleasures meddle or inspect into all and every the Matters aforesaid, without any Let, Interruption or Denial whatsoever. *And* also that neither they the said Copartners, nor either of them, shall at any Time hereafter, during the Continuance of the said Copartnership, lend, entrust, or give Credit to any Person or Persons whatsoever, any of the said Stock, or any of the Goods, Commodities, Wares or Merchandise aforesaid, without the mutual Consent and Agreement of both of the said Copartners first had and obtained, not exceeding the Sum of 10*l.* *And* also, that all such Gain, Profit and Increase which shall from Time to Time, during the Continuance of the said Copartnership, arise, grow, accrue, come or be, for or by Reason or Means of the Art, Mystery or Trade aforesaid, shall be from Time to Time equally shared and divided between them the said Copartners, Share and Share alike, each to have a Moiety. *And* also, that all such Loss and Damage, which shall or may arise, or be, for or by Reason of bad Debts or otherwise howsoever, in or about the Art, Mystery or Trade aforesaid,

aforesaid, shall be equally born and discharged by and between them the said Copartners. *And also*, that they the said Copartners shall and will at all Times during the Continuance of the said Copartnership, keep one or more just and true Book or Books of Accompts, wherein they the said Copartners shall enter and set down as well all and every Sum and Sums of Money by them or either of them received and disbursed in and about all and every the Matters aforesaid, with the particular Thing and Things, for which such Sum and Sums of Money were by them so received and disbursed as aforesaid: *As also* all such other Matters and Things relating to the said Copartnership, which shall be needful and requisite to be entred and set down; which said Book or Books of Accompt shall be had and used in common, so that either of them the said Copartners may at all Times resort and have free Acces to the same, without any Let or Interruption. *And also*, that they the said Copartners at the End of every three Months, during the Continuance of the said Copartnership, or oftner, (if it be demanded by either of them) shall and will make, yield and render to each other a true and just Account of all Receipts, Disbursements, Losses, Gains, Debts, Credits, Stock and Stocks, and all other Thing and Things whatsoever, by them or either of them in their said Copartnership had, made, done, suffered, received and paid: And upon the making such Account, shall and will divide, part, and deliver each to the other, their equal Moiety, Share and Dividend of the Profits and Increase, which shall then appear to be remaining and being over and above the Stock and Fund aforesaid: And at the End of the said Term of seven Years,

or other sooner Determination of the said Co-partnership, (be it by the Death of one of the said Copartners, or otherwise) they the said Copartners shall and will each to the other, or (in Case of the Death of one of them, as aforesaid) the Survivor to the Executors or Administrators of the Deceased, make and render a final, true, just and perfect Account of all Things before-mentioned and appointed to be accounted for. *And* shall then also adjust the same, and pay and deliver each to the other their equal Moiety, Share and Dividend of all and every the Profits and Increase which shall then appear to be and remain: And finally, after such Accomp't made and adjusted, and the Profits divided as aforesaid, he the said P. H. his Executors or Administrators, shall then withdraw the said Sum of 800*l.* so by him deposited as a common Stock or Fund as aforesaid; and the said A. M. his Executors or Administrators, shall then also withdraw the said Sum of 600*l.* so by him deposited as a common Stock or Fund, as aforesaid: *Provided* there be so much then remaining, and to be had thereout; for and in Default whereof, they the said Copartners shall have, take and receive proportionable to the respective Sums by them now deposited as aforesaid. *And lastly*, It is hereby mutually covenanted, concluded and agreed by and between them the said Copartners, That if it shall happen that either of them the said Copartners do depart this Life before the Expiration of the said Term of seven Years, and the Survivor of them shall continue the Art, Mystery or Trade of a Goldsmith, that then and in such Case the Widow and Relict of such of the said Copartners as shall so happen to depart this Life, upon the continuing

Continuing the like Sum of Money as is before-mentioned, to be now deposited by her respective Husband, as and for a common Stock or Fund, to be used as aforesaid, shall be admitted, received and taken by the surviving Copartner into the said Copartnership in the Place of her said Husband, and have, receive, and from Time to Time hold and enjoy all and every the Rights, Privileges, Benefits, Advantages, Profits and Interest of, in and to the same Copartnership for and during all the rest, Residue and Remainder, which shall be then to come and unexpired of the said Term of seven Years, as fully and amply in every Respect, to all Intents and Purposes, as her said Husband might or could have had and enjoyed the same, had he survived the Expiration of the said Term. *In Witness, &c.*

Other Covenants in large Copartnerships, made by Indenture.

AND also, that it shall and may be lawful to and for the said Copartners Monthly, (viz.) on the first Monday in every Month, during the Copartnership, to have and take out of their said Joint-Stock, and the Proceed and Increase thereof for their respective Uses and Occasions towards paying House-Rent, defraying the Charge of House-keeping and of Servants Wages, and all other incident Charges which may accrue in or about the Management of the said joint Trade and Copartnership, the Sum of, &c. viz. the said A. B. &c. and the said C. D. &c. which monthly, and other Sum and Sums of Money so to be taken out, shall from Time to Time be entred into the said Books of Account by the Person that shall have or take out the same;

fatne ; and upon the next Account to be then after stated between them, shall be reckoned and accounted for, and accepted and taken as part of the Gains and Increase, accruing by the said Joint-Trade. *And* that it shall and may be lawful to and for each and either of the said Partners, to have and take in Turns one or more Apprentice or Apprentices, or Covenant-Servant, to be employed in and about the Busi-
ness of the said Joint-Trade, who shall be at the Command of both the said Partners ; and that all Money or other Things to be had or ta-
ken with any such Apprentice, shall go and be received to and by both the said Copartners, Share and Share alike, and shall to that End be brought into the Joint-Stock. *And* each and ei-
ther of them the said A. B. and C. D. doth here-
by for himself respectively, and for his several and respective Executors and Administrators, further covenant, promise and agree to and with the other of them, his Executors and Ad-
ministrators, by these Presents as followeth, (that is to say) That neither of them the said Partners, shall at any Time sell or deliver out upon Trust, and without ready Money, any Thing belonging to their Joint-Stock and Estate, or trust out, or lend any Money out of the said Joint-Stock, to any Person or Persons, whereof the other of them shall forewarn him, and give Notice to the contrary, but at the only Hazard and Peril of him so trusting the same ; And the Loss and Damage thereby accruing, shall be by him only sustained and made good, and not by the Joint-Stock. *And* that neither of them the said Copartners shall at any Time, without Consent of the other of them, release or discharge any Debt, Duty or Sum of Money which shall be

be due or owing to them on their joint Account, or any Part thereof, or any Securities given for the same, but only such and so much as shall be actually received and brought into the Joint-Stock: *Nor* shall either of the said Partners compound or agree to accept Part of the whole of any Debt, Duty or Sum of Money to them jointly owing or payable, without the Consent and Approbation of the other of them, thereto in Writing first had and obtained. *And* that neither of the said Copartners shall at any Time, during the Continuance of this Copartnership, and before a final Partition made between them, become bound, Bail or Surety, for, or with, or to any Person or Persons whatsoever, either by Bond, Bill, Promise, or otherwise, without the Privity and Consent of the other of them, thereto in Writing first had and obtained. (Covenant to account once a Year, and to make a final Account at the End of the Partnership, and divide, &c.) *And* as for the Debts which shall be then due and owing unto them on their joint and partible Account, they the said Copartners shall, as equally as may be, divide and part the same into two equal Shares, and then and thereupon shall cast Lots for the same: And the Debts which by such Lot shall fall out to the said A. B. his Executors or Administrators, together with the Securities concerning the same, (if any) shall be assigned and set over to the said A. B. his Executors or Administrators, and he or they shall be fully impowered to receive the same to his and their own Use and Behoof, without any Let or Hindrance of or by the said C. D. his Executors or Administrators: And the Debts which by such Lot shall fall out to the said C. D. shall be assigned and set over to the said C. D. his Executors

tors or Administrators, and he or they shall be fully impowered to receive the same to his and their own Use and Behoof, without any Let or Hinderance of or by the said A. B. his Executors or Administrators. *And further*, that they the said Copartners, their Executors or Administrators, shall within six Months next after such Account and final Partition and Division, made and passed as aforesaid, or as soon after as the same shall become due, satisfy and pay his and their proportionable Part and Share of all Debts, Dues and Sums of Money, which then shall be due or owing by or from them the said Copartners upon their joint Account, and in Respect only of their said Copartnership, and thereof and therefrom shall save and keep harmless each other, and the Executors and Administrators of each other, according to the true Intent and Meaning of these Presents. *And lastly*, it is mutually covenanted, concluded and agreed by and between the said Parties to these Presents, for themselves, their Executors and Administrators, that if any Doubt, Question or Controversy shall happen or arise between the said Copartners, for, about or concerning this present Indenture, or any Covenant, Clause, Condition, or Agreement therein contained, or any Defect, or Want of Explanation of any Matter, Cause or Thing relating to this Copartnership; that then, and in such Case, and as often as any such Doubt, Question, Controversy or Difference, shall arise or happen, the same shall be referred unto two indifferent Persons, to be nominated and chosen from Time to Time by the said Copartners, within ten Days next after such Doubt or Controversy arising or happening, (each and either of the said Copartners

ners to choose one) to be by the same two Persons so indifferently chosen, heard and determined; or else by an Umpire, to be nominated and appointed by the said two indifferent Persons, in Case they cannot agree and compose the same: And that each and either of them the said Copartners, and his and their respective Executors and Administrators, shall and will stand to, abide, perform and keep such Order and Determination therein, as the said indifferent Persons, or the said Umpire, so to be chosen as aforesaid, shall make and give up between them the said Parties Referees, so as the Order, Judgment and Determination of the said, &c. be delivered in, in Writing under Hand and Seal, within ten Days after the Controversy happening. *In Witness, &c.*

A Deed of Separation of Copartners.

THis Indenture made, &c. Between A. B. of &c. of the one Part, and C. D. of, &c. of the other Part. Whereas the said Parties to these Presents have been for some Years past Copartners together in the Trade of, &c. and by reason of the said Joint-Trade and Dealing, divers Debts, &c. have become due and owing unto the said A. B. and C. D. And also the said A. B. and C. D. are indebted and stand engaged for divers Sums of Money. And whereas the said Parties have agreed to put an End to the said Joint-Trade and Copartnership, and he the said A. B. is contented and hath agreed for the Consideration hereafter mentioned, to assign unto the said C. D. all the Debts and Sums of Money which are due and owing to them the said A. B. and C. D. jointly. And the said C. D. hath

C c

likewise

likewise agreed and undertaken to discharge and pay all Debts and Sums of Money which they the said A. B. and C. D. do jointly owe to any Person or Persons, for or by Reason of their said Joint-Trade and Copartnership. And also it is agreed that the said A. B. shall have and enjoy, &c. And the said C. D. shall have, &c. Now this *Indenture witnesseth*, that the said A. B. for the further Considerations hereafter in these Presents mentioned, doth grant, assign, and set over unto the said C. D. his Executors, Administrators and Assigns, All and singular such Debts and Sums of Money as are owing to him the said A. B. either severally or jointly with the said C. D. concerning the Joint-Trade aforesaid, and all his Right, Title, Interest, Property, Claim and Demand whatsoever, in and to the said Debts, or any of them. And also all and singular Bills, Bonds, Specialties and Writings whatsoever, for and concerning the said Debts and the late Copartnership between them: All which said Debts are mentioned and expressed in a Schedule hereto annexed. *To have, hold and enjoy all and every the said Debts, Specialties and Writings unto the said C. D. his Executors, &c. to his and their own proper Use and Behoof for ever.* And the said A. B. doth by these Presents give and grant to the said C. D. his Executors, &c. full Power and Authority to ask, levy, recover and receive, in the Name of the said A. B. by all such lawful Ways and Means as shall be thought requisite by the said C. D. his Executors, &c. all and singular the said Debts and Sums of Money expressed in the said Schedule, for and to the only Use of the said C. D. his, &c. without any Account to be had, made or given for the same, or any Part thereof. And further,

further, that if the said A. B. or his Assigns, or any Person or Persons, by Virtue of any Power or Authority derived from him or them, shall have at any Time heretofore received, released, or discharged any of the said Debts or Sums of Money mentioned in the Schedule (other than such Sums as have been released by the Consent of the said C. D.) That then upon Notice given by the said C. D. his, &c. to the said A. B. his, &c. he the said A. B. his, &c. shall and will within 20 Days next after such Notice given to the said A. B. or his, &c. satisfy and Recompence the said C. D. &c. for the same; And that he the said A. B. his, &c. shall not at any Time or Times hereafter willingly do or suffer any Act or Thing to hinder, molest or disturb him the said C. D. his, &c. in the recovering, getting in, or obtaining the said Debts, or any of them. But that he the said A. B. his, &c. shall and will upon reasonable Request to him or them made by the said C. D. his, &c. make, seal and deliver to him or them such other sufficient Powers and Letters of Attorney for the Recovery and getting in of the said Debts and Sums of Money as by the said C. D. his, &c. or his or their Counsel learned in the Law shall be reasonably devised, advised or required. *In Consideration* whereof, the said C. D. for himself, his Executors, &c. doth covenant, promise and grant, to and with the said A. B. his, &c. in Manner following, (that is to say) That he the said C. D. his, &c. shall and will at or before, &c. pay or cause to be paid the several Sums to the several Persons in another Schedule hereunto annexed, expressed, and also procure and obtain to and for the said A. B. his, &c. sufficient General Releases and Discharges in the Law from all the

Creditors in the said Schedule mentioned. *And further*, that he the said C. D. his, &c. shall and will at all Times for ever hereafter save and keep harmless and indemnified the said A. B. his, &c. against all and every Person and Persons whatsoever, to whom they the said A. B. and C. D. or either of them are indebted touching or concerning the said Copartnership, and from all Actions, Suits, Costs, Charges, Judgments, Executions, Damages and Demands whatsoever, which shall at any Time hereafter arise and come against the said A. B. his Executors, &c. or any of his or their Lands, Tenements, Goods or Chattels, for or by Reason of any Debts or Sums of Money now owing, or of any Bill, Bond, Specialty, Promise, or Contract, touching the said Copartnership. *And* the said A. B. for himself, his, &c. doth covenant, promise and grant, to and with the said C. D. his, &c. And the said C. D. doth covenant with the said A. B. &c. [Mutual Covenants for Enjoyment, and doing of other Things, on Separation of the Copartnership] *In Witness, &c.*

The Schedule of Debts due to A. B. and C. D. to which the Indenture hereto annexed refers.

	l.	s.	d.
<i>Imprimis</i> , From E. F. a Book Debt of	20	0	0
<i>Item</i> , From G. H. by Bond, &c. ——	25	0	0
<i>Item</i> , From J. K. for, &c. ——	30	0	0
<i>Item</i> , &c.			

The Schedule of Debts due from A. B. and C. D. to which the Deed hereto annexed refers.

	l.	s.	d.
<i>Imprimis</i> , To L. M. of, &c. for, &c.	15	0	0
<i>Item</i> , To N. O. for, &c. ——	10	0	0
<i>Item</i> , To, &c.			

A Relinquishment of an Estate in Copartnership.

This Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. and E. F. of &c. of the other Part. Whereas the said A. B. C. D. and E. F. have traded and dealt together, as Copartners in the Trade of, &c. for several Years past; and by their said trading together, many Goods, Wares and Debts are come unto them; wherein every one of them hath a joint Interest, according to certain Articles of Agreement and Copartnership made between them: And also they the said Parties are become jointly indebted to divers Persons in divers Sums of Money, concerning their Trade aforesaid. And whereas the said A. B. in Consideration of the Sum of &c. to be to him paid by the said C. D. and E. F. hath agreed with the said C. D. and E. F. to relinquish all his Right and Title of, in and to the said Copartnership. Now this Indenture witnesseth, That the said A. B. for and in Consideration of the said Sum of, &c. to him in Hand, at and before the Sealing and Delivery of these Presents, well and truly paid by the said C. D. and E. F. the Receipt whereof he doth hereby acknowledge, and for other good Causes and Considerations him thereunto moving, Hath consented and agreed, and by these Presents doth consent and agree, to sever and Part himself from the said Trade and Dealing, together with the said C. D. and E. F. in Copartnership aforesaid. And to that End and Purpose, he the said A. B. for the Considerations aforesaid, doth grant, assign and set over unto the said C. D. and E. F. all the Estate, Right, Title, Interest, Property, Claim and Demand

whatsoever, which he the said A. B. now hath or may have, or should or ought to have of, in and to all and singular the Goods, Wares, Merchandizes and Debts, mentioned and expressed in an Account ballanced, signed by the said A. B. bearing Date, &c. Or hereto annexed. *And* the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said C. D. and E. F. and either of them, their and either of their Executors and Administrators, by these Presents, in Manner following; (that is to say) that the said Accompt, according to the Tenor of the aforesaid Ballance thereof, is just and true: *And* that he the said A. B. at any Time heretofore, hath not received, released or discharged, nor that he the said A. B. his Executors, Administrators or Assigns, at any Time hereafter shall receive, release or discharge any of the Goods or Debts mentioned in the said Accompt, nor any Part thereof; nor shall do any Act, Deed or Thing, to hinder the said C. D. and E. F. or either of them, of or in the receiving, recovering or enjoying of the same, or any of them, or any Part thereof, without the Consent and Agreement of the said C. D. and E. F. their Executors and Assigns, in Writing first had and obtained; *But* shall and will permit and suffer the said C. D. and E. F. their Executors or Assigns, to have, take, recover, receive and enjoy, to their own proper Use and Uses the same Goods, Wares and Debts, and every of them, and every Part thereof, without any Account to be given or made to the said A. B. his Executors or Administrators, for the same, or any Part thereof. *And* that the said A. B. shall and will, upon Request to him made by

by the said C. D. and E. F. or either of them, their Executors or Assigns, assist and help them in the Recovery and obtaining of the said Goods and Debts at the Costs and Charges of the said C. D. and E. F. their Executors and Assigns. *And* the said C. D. and E. F. for themselves, their Executors, Administrators and Assigns, do covenant, promise and grant to and with the said A. B. his Heirs, Executors and Administrators, by these Presents, that they the said C. D. and E. F. their Executors and Administrators, shall and will at all Times hereafter, content and satisfy all and every the Debt and Debts, Creditor and Creditors, to whom the said A. B. standeth any manner of Ways, or in any Respect charged or indebted, concerning any of the Affairs and Dealings mentioned and contained in the said Accounts: And of and from the same, and all Accounts, Actions, Suits and Demands concerning the same, shall and will at all Times hereafter save and keep harmless and indemnify the said A. B. his Executors and Administrators, and every of them, by these Presents. *In Witness, &c.*

Where many Copartners make a Division, let every Man's Share of Goods, Debts, &c. be put in a separate Schedule, each Schedule being distinguished and annexed to each Part of the Deed to which it belongs, with Covenants peaceably to enjoy each Copartner his Part contained in such Schedules, &c. according to the Form in the foregoing Deed of Separation.

Special Releases.

A Release of Partnership.

This Indenture made, &c. Between R. B. of, &c. of the one Part, and T. H. of, &c. of the other Part. *Whereas* in and by certain Articles of Agreement bearing Date, &c. they the said R. B. and T. H. agreed to become Partners in the Trade of, &c. until, &c. upon such Terms as in the said Articles are mentioned; and accordingly the Partnership hath continued until, &c. last. But the said T. H. finding great Indisposition in his Health, hath desired to be released from the said Copartnership, although the Time be not yet expired. *It is therefore agreed* between the said Parties in Manner following; *viz.* *First*, That the said R. B. shall give his own Bond to the said T. H. of the Penalty of 1000*l.* with Condition for Payment to him of 500*l.* at six Months End, with Interest at 5 per Cent. *Secondly*, That in Lieu thereof the said R. B. shall take and receive to his own Use, not only all the Goods and Implements whatsoever belonging to the said Trade and Partnership, but shall also receive to his own Use all Debts and Sums of Money owing to them on Account of the said Partnership. *Thirdly*, That he the said R. B. shall pay all Debts contracted, and all Sums of Money owing to any Person or Persons on Account of the said Partnership, which the said R. B. doth hereby covenant to pay accordingly. *Fourthly*, The said T. H. for himself, his Executors and Administrators, doth covenant

tenant and agree with the said R. B. his Executors and Administrators, That he the said T. H. his Executors or Administrators, will neither receive any of the Debts or Money owing on Account of the said Partnership, or release or discharge the same, or any Part thereof; but will consent to, allow and own all Proceeds and Proceedings to be commenced or prosecuted by the said R. B. in the Names of him and the said T. H. for Recovery thereof. *In Witness, &c.*

A Release of Right and Title to a House and Goods held in Partnership.

This Indenture Tripartite, made, &c. Between J. K. of, &c. of the first Part; J. C. of, &c. of the second Part; and E. C. of, &c. of the third Part. Whereas the said J. K. did formerly, by good Ways and Assurances in the Law, grant and convey to the said E. C. all that Capital Messuage, &c. situate, &c. with Covenants, peaceably to enjoy, &c. And whereas the said J. K. did also grant, bargain and sell unto the said E. C. his Executors, Administrators and Assigns, To hold as his and their own proper Goods for ever, all and singular the Goods, Implements and Utensils of Household and Household-Stuff; and also the several Utensils, and other Things belonging to the Art or Trade of, &c. then being or remaining in the said capital Messuage or Mansion-house, and particularly mentioned in the Schedule annexed to the Deed of Conveyance of the said Premises; as may appear. And whereas the said J. C. being one of the Partners with the said J. K. in the Art or Trade of, &c. aforesaid, pretends a Right to one third Part of the said capital Messuage,

messuage, Mansion-house, Implements and Premises above-mentioned, for several Years to come. *And whereas* the said J. C. hath agreed to accept and receive of the said J. K. the Sum of, &c. in full of all his Demands, as well from the said J. K. as from or out of the said capital Messuage and Premises, or any of them. *Now this Indenture witnesseth*, That the said J. C. for and in Consideration of the said Sum of, &c. to him in Hand paid by the said E. C. by the Direction and at the Request of the said J. K. the Receipt whereof the said J. C. doth hereby acknowledge. And for extinguishing and taking away all such Right and Title, or Pretence of Title, as he the said J. C. can or may claim, or pretend to have in or to the said capital Messuage and Premises, or any Part thereof, he the said J. C. *hath* granted, remised, released, and for ever quit claimed, and by these Presents doth grant, &c. unto the said E. C. his Heirs and Assigns for ever, *all* and singular the said capital Messuage, Mansion-house, Hereditaments and Premises above-mentioned and recited, and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said J. C. of, in and to the same Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; so that neither the said J. C. his Executors or Administrators, shall or may have, claim, challenge or Demand the said Premises, or any Part thereof: But of and from the same, and every Part thereof, shall and will for ever hereafter be barred and excluded by these Presents. *And* the said J. C. for himself, his Executors and Administrators, doth covenant and grant to and with the said E. C. his

his Heirs and Assigns, That he the said E. C. his Heirs and Assigns, shall and may at all Times for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy, *all* and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said J. C. his Executors, Administrators and Assigns, and every of them, and of all and every other Person or Persons whatsoever, claiming by, from or under him, them, or any of them. *In Witness, &c.*

A Release of Dower.

TO all People, &c. Dame D. W. Widow and Relict of Sir D. W. late of, &c. deceased, sendeth Greeting. *Know ye,* That the said Dame D. W. for and in Consideration of the Sum of, &c. to her in Hand paid by Sir T. W. of, &c. Son of the said Sir D. W. *batb* remised, released, and for ever quit claimed, and by these Presents doth fully, freely, and absolutely remise, &c. unto the said Sir T. W. all and all Manner of Dower, and Right and Title of Dower whatsoever, which she the said Dame D. W. now hath, may, might, should, or of Right ought to have or claim, of, in or out of all and every the Manors, Messuages, Lands, Tenements and Hereditaments whatsoever, which were the said Sir D. W's, her late Husband, at any Time during the Coverture between him and the said Dame D. situate and being in the Counties of, &c. or in any or either of them: And also all Manner of Actions and Writs of Dower whatsoever, so as neither she the said Dame D. W.

nor

nor any other Person or Persons, for her, or in her Name, any Dower, or Writ or Action of Dower, or any Manner of Right or Title of Dower, of or in the said Manors, Lands, Tenements and Hereditaments, or of or in any Part or Parcel thereof, at any Time hereafter shall or may have, claim or prosecute against the said Sir T. W: his Heirs or Assigns, but of and from the same shall be utterly bebarred, and for ever excluded by these Presents. *In Witness, &c.*

A Release of Waste, and of Covenants.

TO all People, &c. W. S. of, &c. sendeth Greeting. Whereas J. S. of, &c. being possessed of a Piece or Parcel of Wood-Ground, situate, &c. for a Term of Years yet to come, by Virtue of one Indenture of Lease made to him by the said W. S. For the better Manuring and Improvement of the said Ground, hath cut down and grubbed up divers Trees in and upon the said Ground, and hath converted the same to Tillage, which, after the Expiration of the Term aforesaid, will be an Advantage to the said W. S. his Heirs or Assigns, as well as an immediate Benefit and Profit to the said J. S. And whereas the said J. S. is subject and liable to be troubled by Action of Waste for what he hath done, by cutting down the said Trees, contrary to the Covenants contained in his Lease, notwithstanding the said Improvement. Now know ye, That the said W. S. for and in Consideration of, &c. and for divers other good Causes and Considerations him thereunto moving, hath remised, released and quit claimed, and by these Presents doth; for himself, his Heirs, Executors

cutors and Administrators, remise, release and for ever quit Claim unto the said J. S. his Executors, Administrators and Assigns, all manner of Actions of Waste, and all Suits for any Wastes or Damages done or committed by him the said J. S. in the said Piece or Parcel of Wood-Ground above-mentioned, until the Day of the Date of these Presents. And also all and all manner of Actions of Covenant, and other Actions, Suits and Demands, for or concerning any Covenants, Provisoes or Agreements in the Indenture of Lease above-mentioned contained, for not cutting down or grubbing up the same Woods, or Underwoods, so cut and grubbed up as aforesaid. *In Witness, &c.*

A Release of Battery.

KNow all Men by these Presents, That I A. B. of, &c. have remised, released, and for ever quit claimed, and by these Presents, for me, my Heirs, Executors and Administrators, do clearly and absolutely remise, release, and for ever quit Claim unto C. D. of, &c. all and all Manner of Actions of Trespass, Assault and Battery, and all other Trespasses whatsoever; and all Cause and Causes of all and every, or any such Action or Actions, which against the said C. D. I ever had, now have, or which I, or my Executors or Administrators, at any Time hereafter shall or may have, for or by Reason or Means of any Matter, Cause or Thing whatsoever, from the Beginning of the World, unto the Day of the Date hereof. *In Witness, &c.*

A Re-

A Release of a Bond, it being lost.

To all People, &c. J. M. of, &c. sendeth
Greeting. Whereas R. L. and S. L. by
their Bond or Obligation, bearing Date, &c.
are become bound unto the said J. M. in the
penal Sum of, &c. for the Payment of the Sum
of, &c. with lawful Interest, at certain Days,
or Times therein mentioned, now past. And
whereas the said Sum of, &c. and all Interest
for the same, is fully paid and satisfied to the
said J. M. to the Day of the Date hereof: But
the said Bond or Obligation is either lost or
mislaid, so that it cannot at present be found,
to be delivered up to the said R. L. and S. L.
as it ought to be. Now know ye, That I the
said J. M. have remised, released and quit claim-
ed, and do hereby for me, my Executors and
Administrators, remise, release, and for ever
quit Claim unto the said R. L. and S. L. and
either of them, their and either of their Heirs,
Executors and Administrators, as well the said
recited Obligation, and all such Sums of Mo-
ney as are therein mentioned to be due and pay-
able unto me the said J. M. my Executors,
Administrators or Assigns. As also all and all
Manner of Actions and Suits, Cause and Causes
of Actions and Suits, Accompts, Debts, Reckon-
ings, Sum and Sums of Money, Judgments, Exe-
cutions and Demands whatsoever, which I the
said J. M. ever had, now have, or that I, my
Executors, Administrators or Assigns, or any of
us, at any Time to come can or may have to,
for or against the said R. L. and S. L. or either
of them, their or either of their Executors, Ad-
ministrators or Assigns, for or by Reason or
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Means of the said recited Obligation, or otherwise. *And I* the said J. M. do for me, my Executors, Administrators and Assigns, covenant, promise and agree, to and with the said R. L. and S. L. their Executors and Administrators, that if I the said J. M. my Executors or Assigns, at any Time or Times hereafter, do find, or can have or obtain the said recited Obligation, being now lost or mislaid as aforesaid; then I the said J. M. my Executors, Administrators or Assigns, or some of us, shall and will deliver, or cause to be delivered, the said Obligation into the Hands of them the said R. L. and S. L. or one of them, their Heirs, Executors or Administrators, in order to be cancelled. *In Witness, &c.*

A Release of a Recognizance.

TO all People, &c. A. B. of, &c. sendeth Greeting. *Whereas* W. D. of, &c. by a Recognizance, or Statute Staple, bearing Date, &c. taken and acknowledged before, &c. Lord Chief Justice of *England*, stands bound to C. D. of, &c. in, &c. payable as in the said Recognizance or Statute is mentioned; as by the same Recognizance or Statute more at large doth appear. *And whereas* the said C. D. by his Deed of Assignment, bearing Date, &c. did, for divers Considerations therein mentioned, assign and set over unto me the said A. B. as well the said Recognizance or Statute, and the said Debt of, &c. and all his Right, Title and Interest, which he the said C. D. then had, or ought to have in and to the same; *To hold* the said Recognizance or Statute, and the said Debt of, &c. aforesaid, unto me the said A. B. my Executors

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Executors and Assigns, as our own proper Goods and Chattels for ever, as by the said Assignment more fully and at large appears. Now know ye, That I the said A. B. for and in Consideration of the Sum of, &c. to me in Hand paid, Have remised, released and quit claimed, and by these Presents for me, my Executors, Administrators and Assigns, and every of us do remise, release and for ever quit Claim unto the said W. D. his Heirs, Executors, Administrators and Assigns, and every of them, the Recognizance or Statute above recited, and the Penalty and Forfeiture thereof; and also all Manner of Actions, Arrests, Extents, Judgments, Executions, Condemnations, Seizures, Debts and Demands whatsoever, which I the said A. B. or the said C. D. or either of us now have, shall, may, might or ought to have against the said W. D. his Heirs, Executors, Administrators and Assigns, or any of them, or his or their, or any of their Lands, Tenements, Goods or Chattels, for or by reason of the said Recognizance or Statute, or of the Penalty or Forfeiture thereof; so that neither I the said A. B. nor the said C. D. our Executors, Administrators or Assigns, nor any of us, any Action, Arrest, Extent, Judgment, Execution, Condemnation, Seizure, Debt or Demand upon the said Recognizance or Statute, shall or may from henceforth commence, prosecute, sue or claim against the said W. D. his Heirs, Executors, Administrators or Assigns, or any of their Lands, Tenements, Goods or Chattels, but shall be therof utterly debarred, and for ever excluded by these Presents. *In Witness, &c.*

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A Release of Errors on a Judgment.

KNow all Men by these Presents, That I J. H. of, &c. do remise, release, and for ever quit Claim unto N. J. of, &c. all and all Manner of Error and Errors, Misprisions, Mis-entries, Defects, and wrongful Proceedings whatsoever, made, committed, omitted and done in, about or concerning one Judgment for 500 l. Debt, together with Costs of Suit by him obtained against me, in his Majesty's Court of Common Pleas at *Westminster*, in *Trinity* Term now last. And also all Writs of Error and Errors whatsoever, concerning the same. *In Witness*, &c.

A Release of Escapes to the Sheriff.

TO all, &c. I S. A. of, &c. send Greeting. Whereas J. P. of, &c. Esq; Sheriff of the County of, &c. having by Warrant under his Seal of Office, caused to be arrested, taken and detained in the Goal or Prison of, &c. in the said County of, &c. the Body of F. W. of, &c. in the said County, Widow, by Virtue of a *Latitat* to the said Sheriff directed, issued out of his Majesty's Court of King's Bench at *Westminster*, against the said F. W. at the Suit of me the said S. A. as thereby may appear, He the said Sheriff, at the special Instance and Request of me the said S. A. hath caused to be discharged and set at Liberty out of his Custody, the Body of the said F. W. taken and detained as aforesaid. Now know ye, That I the said S. A. in Consideration thereof, have remised, released, and for ever quit claimed, and by these Pre-

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sents, for me, my Executors and Administrators, do remise, &c. unto the said Sheriff, his Under-Sheriff, and his and their Heirs, Executors and Administrators, Bailiffs and Officers, and every of them, all and all Manner of Action and Actions, Escapes, Suits, Plaints, Debts, Damages and Demands whatsoever, which I the said S. A. now have, or which I, my Executors or Administrators, at any Time or Times hereafter can or may have against the said Sheriff, his Under-Sheriff, or Officers for or by Reason of the discharging or setting at Liberty the Body of the said F. W. as aforesaid, or for touching or concerning the Execution or Mis-execution of the said Writ, or for or by Reason of any other Matter Cause or Thing whatsoever, from the Beginning of the World until the Day of the Date hereof.

In Witness, &c.

A Release or Discharge of an Apprentice.

TO all People, &c. I A. B. ef, &c. send Greeting. Whereas C. D. Son of, &c. by his Indenture, bearing Date, &c. did, with the Consent of his Father, put himself Apprentice to and with me the said A. B. to serve for the Term of seven Years from the Date of the said Indenture, as by the same Indenture, relation being thereunto had, more plainly may appear. Now know ye, That I the said A. B. in Consideration of, &c. and for divers other good Causes and Considerations me thereunto moving, do by these Presents freely, clearly and absolutely acquit and discharge, and set free of and from my Service, the said C. D. and also Release the said Indenture of Apprenticeship, So

as neither I the said A. B. nor any other Person or Persons on my Behalf, shall or will at any Time or Times hereafter, ask, claim, challenge or demand any Service of the said C. D. for or by Reason, or Means of the said Indenture of Apprenticeship; or otherwise howsoever, And I do hereby remise, release and quit Claim unto the said C. D. all and all Manner of Action and Actions, Cause and Causes, of Actions, Services, Claims and Demands whatsoever which I now have, or hereafter shall or may have, or claim against him the said C. D. for or by Reason of any Act, Matter or Thing whatsoever, from the Beginning of the World to the Day of the Date hereof. *In Witness, &c.*

A Release of Title to Lands.

TO all People, &c. A. B. of, &c. sendeth Greeting. *Know ye,* That the said A. B. for and in Consideration of, &c. *Hath* remised, released, and for ever quit claimed, and by these Presents doth for him and his Heirs, fully, freely and absolutely remise, release, and for ever quit claim unto C. D. of, &c. and to his Heirs and Assigns for ever, *All* the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said A. B. of, in or to *All* that the Manor of, &c. by any Ways or Means whatsoever; *To have and to hold* the said Manor of, &c. unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns for ever, So that neither he the said A. B. nor his Heirs, nor any other Person or Persons for him or them, or in his or their Names or Right, shall or will by any Ways or Means whatso-

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ever, at any Time hereafter claim, challenge or demand any Estate, Right, Title or Interest, of, in or to the said Manor and Premises, or any Part thereof: But from all Action and Actions, Estates, Right, Title, Interest, Claim and Demand of, in or to the said Premises, or any Part or Parcel thereof, they and every of them, shall be for ever barred and excluded by these Presents. *And the said A. B. and his Heirs, the said Manor, Messuage, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, to the said C. D. his Heirs and Assigns, against him the said A. B. and his Heirs, shall and will Warrant, and for ever defend by these Presents. In Witness, &c.*

A Release of Lands held in Jointenancy, made from one Jointenant to another.

TO all People, &c. I R. P. of, &c. send Greeting. Know ye, That I the said R. P. for good and valuable Considerations me hereunto moving, Have remised and released, and by these Presents, for me and my Heirs, do remise and release unto H. C. of, &c. and to the Heirs and Assigns of the said H. All the Estate, Right, Title and Interest, Possession, Reversion, Claim and Demand whatsoever, which I the said R. P. ever had, now have, or which at any Time hereafter I or my Heirs, can or may have, of and in All that Messuage, &c. (which said Messuage, &c. was by Indenture of Release, bearing Date, &c. granted by, &c. unto me the said H. C. &c. in Jointenancy, and to our Heirs for ever;) or of, in or to any Part or Parcel thereof, so that neither I the said R. P. nor my

my Heirs, any Estate, Right, Title or Interest of, or in the said Premisses, or any Part thereof, at any Time hereafter, shall or may claim or demand; but of and from all Actions, Estates, Right, Title, Interest, Claim and Demand thereunto, I the said R. P. and my Heirs, shall be barred and for ever excluded, by these Presents. *In Witness, &c.*

A Release of an Annuity.

TO all People, &c. A. B. of, &c. sendeth Greeting. Whereas Sir J. B. of, &c. Bart. by Indenture, bearing Date, &c. for the Considerations therein mentioned, Did give and grant unto the said A. B. one Annuity or yearly Rent of, &c. to be issuing and going out of all and singular the Manors, Messuages, Lands, Tenements and Hereditaments of him the said Sir J. B. situate, &c. called, &c. To hold, receive and enjoy the said Annuity, or yearly Rent of, &c. to the said A. B. his Executors and Assigns, for and during the natural Life of the said Sir J. B. payable at two of the most usual Feasts, or Times in the Year, (viz) &c. as in and by the said Indenture may more fully appear. Now know ye, That I the said A. B. for and in Consideration of the Sum of, &c. to me in Hand paid at and before the Sealing and Delivery of these Presents, by G. S. of, &c. The Receipt whereof I do hereby acknowledge, Have remised, released and quit claimed, and by these Presents do fully and absolutely remise, release, and for ever quit claim unto the said G. S. his Heirs and Assigns, in his full and peaceable Possession, as well the said Annuity, or yearly Rent of, &c. before mentioned.

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and every Part and Parcel thereof: And all Rents, Arrearages of Rents, Penalties, Forfeitures, *Nomine penes* and Distresses whatsoever, due or forfeited, by reason of the Non-payment of the said Annuity, or yearly Rent of, &c. or any Part thereof: As also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, which I the said A. B. my Executors or Assigns now have, may, might, should or ought to have, of, in and to the said Annuity of, &c. above-mentioned, or any Part thereof, or the Manors aforesaid, by Virtue of the said recited Indenture, or otherwise howsoever; *To have and to hold* the said Annuity, or yearly Rent of, &c. above-mentioned, and all my Estate, Right, Title and Interest of in and to the same, unto the said G. S. his Heirs and Assigns for ever; so as neither I the said A. B. my Executors or Assigns, shall at any Time or Times hereafter claim, challenge or demand any Estate, Right, Title or Interest of, in or to the said Annuity, or yearly Rent of, &c. or any Part thereof, but thereof and therefrom, and from all Actions, Suits, Titles and Demands concerning the same, shall be for ever debarred by these Presents. *In Witness, &c.*

A Release of Dilapidations.

THIS Indenture, made, &c. Between J. P. Clerk, present Rector and Incumbent of the Rectory of the Parish-Church of, &c. in the County of, &c. of the one Part, and R. W. Widow and Relict of H. W. Clerk, deceased, late Rector of the said Chutch, (and also Executrix of his last Will and Testament, which she hath duly proved) of the other Part. Where-

as

as on the Death of the said H. W. (whereby the said Church became vacant) the said J. P. was legally presented, admitted, instituted and inducted to the said Church and Rectory, when some of the Houses, Edifices and Buildings, now standing and being on the Glebe Lands belonging to the said Rectory, being in decay, ruinous and out of repair, he the said J. P. applied himself to the said R. W. for Recompence and Satisfaction, in Respect thereof; and to avoid Suit and Trouble at Law between them, she the said R. W. hath condescended to pay the said J. P. the Sum of, &c. in full Satisfaction of all Demands on her touching the Premises. *Now this Indenture Witnesseth*, That the said J. P. in Consideration of the said Sum of, &c. to him in Hand, at and before the Execution of these Presents, well and truly paid by the said R. W. the Receipt whereof he the said J. P. doth hereby acknowledge, *Hath remised, released, and for ever quit claimed, and by these Presents doth remise, &c.* unto the said R. W. all and all Manner of Action and Actions, Cause and Causes of Action, Suits, Bonds, Writings Obligatory, Judgments, Executions, Trespasses, Damages, Claims and Demands whatsoever, both at Law and in Equity, which against the said H. W. in his Life-time, or against the said R. W. since his Death (as his Executrix or otherwise) the said J. P. ever had, now hath, or which he, his Heirs, Successors, Executors or Administrators, shall, may or can have for or by Reason of any Decays, Ruins or Dilapidations in the said Houses, Edifices and Buildings, or any of them, or any Thing thereto relating; or for or by Reason of any Act, Matter, Cause or Thing whatsoever, from the

Beginning of the World, to the Day of the Date of these Presents. *In Witness, &c.*

A Release (where an Executor refuses to act in the Executorship) from the next of Kin of the Testator, to a Person, between whom and the Testator there were several Accompts depending.

To all People, &c. E. S. of, &c. who married A. T. only Daughter of S. T. late of, &c. deceased, sendeth Greeting. Whereas the said S. T. did in his Life-time make and duly publish his last Will and Testament in Writing, and therein and thereby, did appoint C. his then Wife, sole Executrix thereof, and afterwards died not having revoked the same. And whereas the said C. hath refused to take upon her the Execution of the said Will, and thereupon the said E. S. hath undertaken the Execution thereof, and hath accordingly possess'd himself of some Part of the Goods and Chattels of the said Testator, and applied and disposed of the same towards the Payment of the said Testator's Debts and Legacies, and the Performance of the said Will. And whereas, during the Life-time of the said Testator, several Accompts were depending between the said Testator and W. B. of, &c. which Accompts remained unsettled at the Time of the said Testator's Death, but have since that been stated and adjusted between the said W. B. and the said E. S. Now know ye, That the said E. S. in Consideration thereof, and for other Considerations him thereunto moving, Hath remised, released, and for ever quit claimed, and by these Presents doth remise, &c. unto the said W. B. his Heirs, Executors and Administrators, all

all and all Manner of Action and Actions, Cause and Causes of Action, Suits, Bills, Bonds, Writings Obligatory, Debts, Duties, Accounts; Sum and Sums of Money, Judgments, Executions, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever, both in Law and Equity, or otherwise howsoever, which, against the said W. B. his Heirs, Executors or Administrators, or any of them, he the said E. S. ever had or now hath, or which he, his Executors or Administrators, shall or may at any Time or Times hereafter have, claim, challenge or demand against him the said W. B. his Heirs, Executors or Administrators, or any or either of them, for or by Reason or Means of all or any the Matters or Things aforesaid, or for or by Reason or Means of any other Matter, Cause or Thing whatsoever. *And* the said E. S. for himself, his Executors, Administrators and Assigns, doth also covenant, promise and agree to and with the said W. B. his Heirs, Executors and Administrators by these Presents, That he the said E. S. his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, well and sufficiently indemnify, save and keep harmless the said W. B. his Heirs, Executors and Administrators, and every of them, of and from all and all Manner of Action and Actions, Cause and Causes of Actions, Suits, Quarrels, Controversies, Damages and Demands whatsoever, which shall or may at any Time or Times hereafter happen, arise or be brought against him or them, by the said C. T. her Executors, Administrators or Assigns, or by any other Person or Persons whatsoever, as Executor or Executors, Administrator or Administrators of the said S. T. for or on Account

Account of the Premises, by Virtue, Colour or
Pretence of the said Will, or otherwise howso-
ever. *In Witness, &c.*

*A Release from the Person between whom and the
Testator Accompts were depending, to the Person
representing the Executor.*

KNow all Men, &c. That I W. B. of, &c.
have had and received of and from E. S.
of, &c. (who is possessed of divers of the Goods
and Chattels of S. T. deceased) the Sum of, &c.
being Money due unto me from the said S. T.
in his Life-time, and at the Time of his Death;
and being the full Ballance of all Accompts be-
tween me and the said S. T. *In Consideration*
thereof, I the said W. B. have remised, releas-
ed, and for ever quit claimed, and by these
Presents do remise, &c. as well unto the said
E. S. his Executors and Administrators, as
unto all and every the Executors and Admini-
strators of the said S. T. all and all Man-
ner of Actions, &c. both in Law and Equity,
or otherwise howsoever, which against the said
S. T. or E. S. or other the Executors or Ad-
ministrators aforesaid, I ever had, or now have,
or which I, my Heirs, Executors or Admini-
strators, shall or may, at any Time or Times
hereafter have, claim or demand against them,
any or either of them, as Executors or Ad-
ministrators as aforesaid, for or by Reason or
Means of any Matter, Cause or Thing whatso-
ever, from the Beginning of the World, unto
the Day of the Date hereof. *In Witness, &c.*

A Release

4 Release from one Executor to another, of Debts
due to the Testator.

THis Indenture, made, &c. Between B. B. of, &c. one of the Executors of the last Will and Testament of, &c. deceased, of the one Part, and P. B. of, &c. one other of the Executors of the last Will and Testament of the said, &c. of the other Part; Witnesseth, That the said B. B. for good Causes and Considerations him thereunto moving, Hath remised, released, assigned and set over, and by these Presents doth remise, &c. unto the said P. B. all the Right, Title, Interest, Claim and Demand, which he the said B. B. hath, as Executor of the last Will and Testament of the said, &c. as aforesaid, or by Virtue of any Legacy, Gift or Appointment to him made by the said, &c. in and by his said last Will and Testament, or by any other Ways or Means whatsoever, can or may have; or claim to have of, in and to all and any Debt and Debts, Sum and Sums of Money whatsoever, which were of the said, &c. and which to him were due and owing at the Time of his Decease. And the said B. B. for himself, his Executors and Administrators, doth covenant, promise and grant, to and with the said P. B. his Executors, Administrators and Assigns, that he the said B. B. his Executors or Administrators, shall not or will, at any Time hereafter ask, demand, receive or sue for any of the Debt or Debts, Sum or Sums of Money aforesaid, of or from any Person or Persons whatsoever, which doth owe or detain the same. And that he the said B. B. hath not released or discharged, nor at any Time hereafter will release

release or discharge any of the Debt or Debts aforesaid; or any Suit, Judgment or Execution to be given or had for the same, or any Part thereof, without the Consent and Agreement of the said P. B. first had and obtained. *In Witness, &c.*

A Release to an Executor, of his Trust.

KNow all Men by these Presents, That whereas R. B. of, &c. made his last Will and Testament in Writing, bearing Date, &c. and amongst divers other Legacies therein contained, did give to W. B. his Son, &c. per Annum, to be paid him Quarterly, out of a Messuage, &c. by E. C. of, &c. his Executor, until his said Son should come to the Age of 25 Years, or Marriage, and then he to enjoy the Profits of the Remainder of his Estate, as by the said Will may more fully appear. *And whereas* the said E. C. did accept of the said Executorship and Trust. *And whereas* the said W. B. hath attained his said Age of 25 Years; and the said E. C. and W. B. have now made up an Accompt of all Money received and paid by the said E. C. and of all Transactions in pursuance of the said Executorship and Trust; and the said E. C. hath not only paid him the said W. B. the Balance of such Accompts, but hath also delivereded him all Writings and Papers belonging to the Estate of the said R. B. Now know ye, therefore, That I the said W. B. being fully satisfied in the Premisses, have, remised and released, and by these Presents do remise and release, unto the said E. C. his Executors and Administrators, all Reckonings, Accompts, Sum and Sums of Money by him had or received in pursuance of the said Trust, or by Means of his being

being Executor of the said R. B. And also
of and from all other Reckonings, Accounts
and Demands whatsoever, from the Beginning
of the World to the Day of the Date hereof.
In Witness, &c.

A Release of a Legacy.

TO all People, &c. J. B. of, &c. and M. his
Wife, send Greeting. Whereas S. S. late
of, &c. did in and by his last Will and Testa-
ment in Writing, bearing Date, &c. (amongst
other Things) give and bequeath to the said M.
by the Name of, &c. the Sum of, &c. to be
paid by his Brother T. S. &c. as soon as the
said M. shoule attain the Age of 21 Years,
or be married, as in and by the said Will may
more fully appear. And whereas the said M.
hath since intermarried with the said J. B.
whereby the said Legacy of, &c. is become due
and payable. Now know ye, That I the said J.
B. and M. my Wife, or one of us, have, the
Day of the Date hereof, had and received of
and from the aforesaid T. S. the Sum of, &c.
in full Payment and Satisfaction of the said
Legacy of, &c. so given to the said M. in and
by the last Will and Testament of the said S. S.
deceased: And we do hereby, for our selves,
our Heirs, Executors and Administrators, ac-
quit, release and discharge all our, or either
of our Right, Title, Interest, Claim and De-
mand whatsoever, of, in or to, &c. And
of in or to the said Legacy of, &c. charged
thereon by the said Will; and also do hereby
release and discharge the said T. S. his Heirs,
Executors, Administrators and Assigns, of and
from all Debts, Legacies, Sum and Sums of
Money,

Money, Accounts, Reckonings and Demands whatsoever, from him the said T. S. to us or either of us at any Time heretofore due or owing.
In Witness, Es.

A Release of an Heir to Trustees.

KNow all Men by these Presents, That M. P. of, Es. and M. his Wife, who was the only Daughter of E. B. late of, Es. deceased, here and either of them hath remised, released, and for ever quit claimed, and by these Presents do, and either of them, doth remise, Es. unto T. E. of, Es. and R. P. of, Es. Trustees appointed in and by the last Will and Testament of the said E. B. all and all Manner of Action and Actions, Suits, Accompts, Reckonings, Sum and Sums of Money, Debts, Dues and Demands whatsoever, which the said M. P. and M. his Wife, or either of them, ever had, now have or hath, or which they or either of them, their or either of their Executors or Administrators, at any Time hereafter can or may have, claim, challenge or demand, of or against the said T. E. and R. P. or either of them, their or either of their Executors or Administrators, by Reason of the Management or Disposition of the real or personal Estate of the said E. B. or any Part thereof, or for or by Reason of any Money they or either of them have or hath received for the Use of the said M. P. and M. his Wife, or either of them, out of the Estate of the said E. B. deceased; or by Reason of the Trust in them reposed as aforesaid, for or upon their or either of their own Account; or for or by Reason or Means of any other Matter, Cause or Thing whatsoever, from the Beginning of the World until

until the Day of the Date hereof, except the Sum of, &c. payable to, &c. In Witness, &c.

A Release of Lands given by Will in Trust.

THIS Indenture made, &c. Between W. B. of &c. and J. P. of, &c. of the one Part, and C. P. of, &c. Widow and Relict of H. P. of, &c. deceased, of the other Part. Whereas the said H. P. deceased, by his last Will and Testament, dated on or about, &c. Did give and bequeath all his Messuages, Lands, Tenements and Hereditaments whatsoever in, &c. with the Appurtenances, unto the said W. B. and J. P. their Heirs and Assigns for ever, upon Trust nevertheless, that, &c. Estate should be sold to pay Money to the Wife for her Jointure, and to provide for Children, &c. as in and by the said in Part recited Will (amongst other Things) may more fully appear. Now this Indenture Witnesseth, That the said W. B. and J. P. in Consideration of the Sum of Five Shillings of, &c. to them in Hand, at and before the Sealing and Delivery of these Presents by the said C. P. well and truly paid, the Receipt whereof they the said W. B. and J. P. do hereby respectively acknowledge; and for divers other good Causes and Considerations then the said W. B. and J. P. hereunto more especially moving, Have, and either of them hath granted, released and confirmed, and by these Presents do, and either of them doth grant, &c. unto the said C. P. (in her actual Possession now being, by Virtue of a Bargain and Sale to her thereof made for one Year, by Indenture bearing Date the Day next before the Date of these Presents, and by Force of the Statute for transferring of Uses into Possession) and her Heirs

Heirs and Assigns, all and singular the said Mes-
sages, Lands, Tenements, Hereditaments and
Premises, with the Appurtenances, by the said
recited Will bequeathed unto them the said
W. B. and J. P. or either of them; and the Re-
version and Reversions, Remainder and Remain-
ders thereof, and of every Part thereof; and
all the Estate, Right, Title, Interest, Property,
Claim and Demand whatsoever of them the
said W. B. and J. P. or either of them, of, in or
to the said hereby granted Premises, or any
Part thereof. *To have and to hold the said Mes-*
sages, Lands, Tenements, Hereditaments, and
all and singular the hereby granted Premises,
with their and every of their Appurtenances,
unto the said C. P. her Heirs and Assigns for
ever. In Trust nevertheless, and to and for
the several Uses, Intents and Purposes, in
*the said in Part recited Will devised, men-
tioned, limited and declared, and to and for no*
other Use, Intent, or Purpose whatsoever. And
*the said W. B. doth by these Presents, for him-
self, his Heirs, Executors and Administrators,*
*covenant with the said C. P. her Heirs, Execu-
tors, Administrators and Assigns, That he the*
said W. B. hath not made, done, committed or
suffered, or caused or procured to be made, &c.
*any Act, Matter or Thing, whereby the Premis-
ses, or any Part thereof, may be charged or in-
cumbered in Title, Charge, Estate, or otherwise*
howsoever. [The like Covenant from J. P.] In
Witness, &c.

A Release

A Release of the Equity of Redemption of an Estate mortgaged.

TO all People to whom these Presents shall come, greeting. Whereas by Indenture bearing Date, &c. made between R. N. of, &c. of the one Part, and T. K. of, &c. of the other Part. He the said R. N. in Consideration of the Sum of, &c. therein mentioned to be paid by the said T. K. and which was accordingly paid; Did grant, bargain, sell and demise unto the said T. K. all that Messuage, &c. situate, &c. and the Reversion and Reversions, Remainder and Remainders, of all and singular the said Premisses, and of every Part and Parcel thereof, To be bad and bolden unto the said T. K. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of the said recited Indenture, unto the full End and Term of 500 Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any manner of Waste, At and under the yearly Rent of one Pepper-Corn, payable upon the Feast of the Nativity of St. John the Baptist, (only if the same should be lawfully demanded) which said recited Indenture was by a Proviso or Condition therein contained made defeasible, on Payment of the Sum of, &c. at a Day long since past, as in and by the same Indenture may more fully appear. And whereas the said Sum of, &c. or any Part thereof, was not paid upon the Day mentioned for the Payment of the same in the said Proviso; but the same, together with a large Sum more for Interest, amounting in the whole to, &c. remains due to the said T. K. And whereas

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the said R. N. is fully satisfied that the said Money so due to the said T. K. on the said recited Mortgage, is the full Value of the said mortgaged Premisses, and the said R. N. is not able to redeem the same. *Now know ye* therefore by these Presents, That the said R. N. in Consideration thereof, and for quieting the said T. K. in the Possession and Enjoyment of the said Messuage and Premisses, and for extinguishing all Right, and Pretence of Right, to any Equity of Redemption of the said mortgaged Premisses, *He* the said R. N. *bath* remised and released, and by these Presents *doth* remise, &c. unto the said T. K. his Executors, Administrators and Assigns, the Proviso or Condition in the said recited Indenture contained; and all Benefit and Equity of Redemption of the said Messuage, Tenement and Premisses, by Virtue or Colour thereof or otherwise howsoever; and also all Covenants, Clauses and Agreements in the same Indenture comprised, which, on the Part and Behalf of the said T. K. his Executors, Administrators or Assigns, were to have been, or are or ought to be performed. *And further*, the said R. N. for the Considerations aforesaid; and in Consideration also of the Sum of 5 s. of, &c. to him in Hand paid by the said T. K. the Receipt whereof is hereby acknowledged, *He* the said R. N. *bath* granted, bargained and sold, released, ratified and confirmed, and by these Presents *doth* grant, &c. unto the said J. K. all and singular the said Messuage, Tenements, Hereditaments and Premisses above recited to have been granted to the said T. K. and every Part and Parcel thereof, with the Appurtenances; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part

Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Claim and Demand whatsoever, as well in Equity as in Law, of him the said R. N. of, in and to the said Messuage and Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances, *To have and to hold* all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. K. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 500 Years above recited, which is yet to come and unexpired, freely and clearly acquitted and discharged of and from all Benefit and Equity of Redemption whatsoever. *And* the said R. N. for himself, his Heirs and Assigns, doth covenant and grant to and with the said J. K. his Executors, Administrators and Assigns, That he the said T. K. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the Remainder of the said Term of 500 Years above recited, which is yet to come and unexpired, peaceably and quietly have, hold, occupy, possess and enjoy, *all* and singular the said Messuage, &c. and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said R. N. his Heirs and Assigns, and of all and every other Person and Persons whatsoever, claiming or to claim, by, from or under him. *In Witness* whereof, the said R. N. hath hereto set his Hand and Seal, the Day and Year, &c.

Letters of Attorney, Licences, &c.

A Letter of Attorney to receive Debts.

K Now all Men by these Presents, That I A.B. of, &c. for divers good Causes and Considerations me hereunto moving, have made, ordained, authorized and appointed, and by these Presents do make, ordain, authorize and appoint C. D. of, &c. my true and lawful Attorney, for me, and in my Name, and to my Use, to ask, demand, sue for, recover and receive of J. E. of, &c. All such Sum and Sums of Money, Debts and Demands whatsoever, which now are due and owing unto me the said A.B. by and from the said J. E. And to have, use and take, all lawful Ways and Means in my Name or otherwise, for the Recovery thereof by Attachment, Arrest, Distress or otherwise, and to compound and agree for the same, and Acquittances or other sufficient Discharges for the same, for me and in my Name to make, seal and deliver, and to do all other lawful Acts and Things whatsoever concerning the Premisses, as fully in every Respect as I my self might or could do, if I were personally present; and Attorneys one or more under him, for the Purposes aforesaid, to make, and at his Pleasure to revoke, ratifying and by these Presents, allowing all and whatsoever my said Attorney shall in my Name lawfully do, or cause to be done, in and about the Premisses by Virtue of these Presents. *In Witness, &c.*

A Seaman's

A Seaman's Letter of Attorney, and Will.

Know all Men by these Presents, That I W.C. of, &c. Mariner, have made, ordained, constituted and appointed, and by these Presents do make, &c. my loving Wife M.C. my true and lawful Attorney, for me, and in my Name, and for my Use, to ask, demand and receive, of and from all and every Person and Persons whatsoever, as well all such Sum and Sums of Money as now are, or which shall or may at any Time hereafter, become due and owing to me for Wages from any Ship or Ships to whom I now do or may belong: As also all other Money now due, or to become due and owing to me by any other Ways or Means whatsoever; and upon Non-payment thereof, the said Person and Persons, his, her or their Executors or Administrators, for me and in my Name to sue, arrest, imprison, implead and prosecute for the same; and upon such Suit to proceed to Judgment and Execution. And thereupon the said Person and Persons, their or either of their Executors and Administrators, in Prison to hold and keep until Payment thereof be made, with all Costs and Damages sustained and to be sustained by Occasion of the detaining of the same; and upon Payment thereof, the said Person and Persons, their and either of their Executors and Administrators, forth of Prison to discharge, and Acquittances for the same, or any Part thereof, for me and in my Name to make, seal and deliver; and also to do, perform and execute all and every other lawful and reasonable Acts and Things whatsoever, both for obtaining and discharging of the same, as shall

be needful to be done ; giving, and by these Presents granting unto my said Attorney my full and absolute Power in the Premisses, and ratifying and holding firm all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the Premisses, by Virtue of these Presents. *And I* the said W.C. considering the Uncertainty of Life, do make and declare these Presents to contain also my Last Will and Testament ; (that is to say) *Imprimis*, I give and bequeath unto, &c. the Sum of, &c. *Item*, All such Wages, Debts, Sum and Sums of Money, Goods, Chattels and Estate whatsoever, whereof at the Time of my Decease I shall be possessed or interested, I do give, devise and bequeath the same unto my said loving Wife M. C. whom I do nominate, constitute and appoint sole Executrix of this my last Will and Testament, hereby revoking all former Wills, &c. *In Witness*, &c.

A Letter of Attorney to sell Stock in the South Sea Company.

KNow all Men, &c. That I A. B. of, &c. Have made, ordained, authorized, constituted and appointed, and by these Presents do make, &c. C. D. of, &c. my true and lawful Attorney, for me and in my Name, for my Use and on my Behalf, to sell, assign and transfer five hundred Pounds South Sea Stock, to which I am intitled as by the Books of the Company appears, or any Part thereof, to such Person or Persons as shall buy and accept the same, at and for such Price, and in such Manner as he my said Attorney shall think fit, and to receive the Consideration Money for the same ; and upon Receipt thereof,

thereof, Acquittances and other Discharges for me, and in my Name, or otherwise to make, sign and give; hereby ratifying and confirming all and whatsoever he shall do in the Premisses.
In Witness, &c.

A Power to receive Interest and Dividends of Stock.

SIR,

Pray pay to Mr. A. B. or Order, my Dividend for five hundred Pounds Stock, to which I am intitled in the Books of the South Sea Company, for the Half Year due at *Lady-Day* last; and this shall be your sufficient Warrant. *Dated, &c.*

*To Mr. C. L. Accomptant
to the S. Sea Company.*

A Letter of Attorney to Lease or Sell Lands and Plantations in the West-Indies.

To all People, &c. T. B. of, &c. sendeth greeting. Whereas the said T. B. is seized in Fee of a certain Piece or Parcel of Ground, containing by Estimation, &c. situate and being in the Island of *Nevis*, alias *Mevis* in the *West-Indies*, called, &c. now or late in the Possession of, &c. Now know ye, That the said T. B. (being absent from the said Island) doth by these Presents constitute, authorize and empower J. C. of, &c. and W. F. of, &c. within the said Island of *Nevis*, or either of them, to lease or demise the same to such Person or Persons, and for such Term or Number of Years, and under such yearly and other Rents as they or either of them shall think fit; or otherwise to sell and dispose thereof either for Life or Lives, or to sell, grant or convey

vey the same in Fee-simple, for such Price or Sum of Money, and to such Person or Persons as they shall think fit; And for him the said T. B. and in his Name to seal, execute and deliver such Leases and Conveyances, Bargains and Sales, for the absolute Sale and Disposal thereof or of any Part thereof, with such Clauses, Covenants, Provisions and Agreements therein to be contained, as they or either of them shall think proper or expedient; hereby ratifying and confirming all such Leases, Deeds, Bargains, Sales and other Conveyances, which shall at any Time hereafter be made, sealed, executed or delivered by them, or either of them, touching or concerning the Premisses. *In Witness, &c.*

A Letter of Attorney to receive the Rents and Profits of Plantations, and all Effects and Money due and in Arrear; and to manage the same Plantations to the best Advantage, &c.

TO all People, &c. A. B. of, &c. sendeth greeting. Whereas the said A. B. is seized in his Demesne as of Fee, of and in an undivided Moiety or half Part of three several Plantations in the Island of Nevis alias Mavis in the West Indies, called or known by the several Names of, &c. together with the Moiety of the Slaves, Horses, Mills, Coppers, and other Appurtenances thereunto belonging: And is likewise seized of the Reversion in Fee of the other undivided Moiety or half Part of the said several Plantations and Premisses expectant upon the Death of, &c. who holds the same for and during his natural Life. Now know ye, That the said A. B. hath constituted, authorized and appointed, and by these Presents doth constitute, &c. C.D. of, &c. and

and E. F. &c. &c. jointly, or either of them severally, and doth hereby give to them or either of them, full Power and Authority in his Name to enter into and upon the Moiety or half Part of the said Plantations, wherof he the said A. B. is now seized as aforesaid; and also to enter into and upon the other Moiety of the said several Plantations and Premises upon the Death of the said, &c. and to have, receive and take the Rents, Issues and Profits of the same respectively, with the Appurtenances, to his Use; and to lease, demise, let and set to such Person or Persons as they or either of them shall think fit, all his Houses, Plantations, Tracts and Seats of Land, Negroes, Horses, Coppers and Mills whatsoever, in, &c. aforesaid, or any Part thereof, (whether the same shall remain in undivided Moieties, or whether he shall by the Death of the said, &c. become seized of the whole) for such Term or Number of Years, and for and under such yearly and other Rents, Covenants, Provisoes and Agreements, as they or either of them shall think fit; or otherwise to manage, occupy or employ the same jointly with the said, &c. or otherwise, as to them or either of them shall seem best and most for his Benefit and Advantage: And from Time to Time to receive and take his Share and Proportion, or (by the Death of the said, &c.) the whole Rents, Issues and Profits of the said Houses, Plantations, Lands and Premises above-mentioned; and from Time to Time to use and take all Methods by Action, Distress or otherwise, for the obtaining and recovering the Rents, Issues and Profits of all or any Part of the said Premises, or to compound for the same as they shall see fit. And the said A. B. doth hereby also

also make, ordain, constitute and appoint, in his Stead and Place the said C. D. and E. F. his true and lawful Attorney and Attorneys jointly, or either of them severally, for him and in his Name, and to his Use, from Time to Time to ask, require, demand, sue for, recover and receive, all and every Sum and Sums of Money, Sugars, Debts, Goods, Wares and Merchandizes, due, owing or belonging, or to grow due or belonging to him the said A. B. from any Person or Persons whatsoever in the said Island of Nevis, and for Non-payment or Non-delivery thereof, or of any Part thereof, for him, and in his Name, to use and take all proper Methods, according to the Laws and Customs of the said Island, for the obtaining and Recovery thereof; and on Payment or Delivery thereof to his said Attorneys jointly, or either of them severally, to release and discharge the Person and Persons so paying and delivering the same. And he the said A. B. doth hereby further authorize and empower the said C. D. and E. F. jointly and severally to do, execute and perform all other lawful and reasonable Act and Acts, Thing and Things whatsoever, for him and in his Name, or otherwise, touching or concerning the Management or Disposal of all or any Part of his Estate, Real or Personal, within the said Island of Nevis, and for the Recovering, Receiving, Disposing and Managing thereof, or of any Part or Parcel thereof, or any other Matter or Thing whatsoever, as he himself might or could do if he were personally present to do the same: And one or more Attorney or Attorneys under them or either of them, to make, substitute and appoint, for all or any the Purposes aforesaid; hereby ratifying, confirming,

is VOL. I. **Conveyancer.**

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confirming and holding firm and stable, whatsoever his said Attorneys, or either of them, their or either of their Substitute or Substitutes by and under them, or either of them, appointed and substituted for all or any the Purposes aforesaid, shall do, execute and perform, or cause to be done; &c. in and about, touching or concerning the Premises. *In Witness, &c.*

A Letter of Attorney to receive and recover Rents.

Know all Men by these Presents, That I J. B. of, &c. Have made, ordained, constituted, and appointed, and by these Presents do make, &c. G. R. of, &c. my true and lawful Attorney for me, and in my Name, and for my own proper Use and Benefit to ask, demand and receive of and from J. J. of, &c. all such Rents and Arrearages of Rent, which now are, or hereafter shall, grow due from him the said J. J. out of and for all those my Lands at, &c. and upon Receipt thereof to give Acquittances and other sufficient Discharges therefore; and in Default of Payment thereof, or of any Part thereof, to my said Attorney, I do hereby authorize and empower him, my said Attorney, into and upon the said Lands and Premises to enter and distrain, and the Distress and Distresses there found and taken, to dispose of according to Law, for the speedy recovering and obtaining my said Rents and Arrears of Rent, or otherwise, to proceed by Action of Debt for Recovery thereof, as to him, my said Attorney, shall be thought fit, hereby ratifying, allowing and confirming all and whatsoever my said Attorney shall lawfully act

act and do in the Premisses, by Virtue of these
Presents. *In Witness, &c.*

*A Letter of Attorney to a Receiver, to collect and
receive several Fee-Farm Rents.*

KNow all Men by these Presents, That I the Right Honourable E. Earl of, &c. for divers good Causes and Considerations me hereunto moving, Have made, ordained, constituted, and in my Stead and Place appointed, and by these Presents, during my free Will and Pleasure, do make, ordain, constitute, and in my Stead and Place, appoint G. J. of, &c. Gent. my true and lawful Deputy and Attorney for me, and in my Name, and for my Use, to ask, demand, sue for, recover and receive of, and from all and every Person and Persons, owing, or any Ways liable to pay the several yearly Fee-Farm Rents, or Sums hereafter mentioned, or any or either of them; (that is to say) All that Annual Fee-Farm Rent of, &c. payable out of the Manor of, &c. as the same shall from Time to Time become due, together with all such Sum and Sums of Money, as are already due and in Arrear, for and by Reason of the Non-payment of the said yearly Rents above-mentioned, or either or any of them; and to have, use and take all lawful Ways and Means in my Name, or otherwise, for the Recovery thereof, by Action, Suit, Distress, Re-entry, Seizure, or otherwise, as Occasion shall be or require: And Acquittance or Acquittances or other Discharges for me, and in my Name, or otherwise, to make, seal and deliver; and to do all other lawful Acts and Things in the Premisses,

misses, as fully in every Respect as I might or could do, if I were personally present: And I do hereby ratify, confirm and allow all and whatsoever my said Attorney, shall lawfully do or cause to be done in the Premisses, by Virtue of these Presents. *In Witness, &c.*

A Letter of Attorney to a Steward, or Agent, to receive Rents, &c.

Know all Men by these Presents, That I Sir T. E. of, &c. Baronet, Have made, ordained, constituted and appointed, and by these Presents do make, &c. W. S. of, &c. my Steward and Agent for me, in my Name, and to my Use, to ask, demand, sue for, recover and receive, all and singular the Rents and Arrearages of Rents, Duties, Herriots, and other the Issues and Profits of my Estate at, &c. late under the Care of, &c. my late Steward and Receiver. And in Default of Payment thereof, to enter into all or any of the Premisses, and to distrain for the same, and the said Distresses to dispose of according to Law: And upon Payment of the said Rents, and other Sums of Money to him the said W. S. by Virtue hereof, to give discharges and Acquittances for the same; and act and do all and every other Thing and Things becoming a Steward and Agent, for my best Advantage and Benefit, ratifying and allowing whatsoever the said W. S. shall lawfully do in the Premisses, by Virtue of these Presents, rendering unto me a true and just Accompt and Accompts of his Transactions therein, when and as often as thereunto required. *In Witness, &c.*

*A Letter of Attorney, or Deputation, to a Steward to
keep Courts.*

KNow all Men by these Presents, I R. C. of, &c. Esq; Lord of the Manors of, &c. Have made, ordained, constituted and appointed, and by these Presents do make, ordain, &c. G. J. of, &c. Gent. my Steward, to hold and keep Courts Leet, Courts Baron, and all other Courts whatsoever, which of Right may or ought to be holden for my Manor, and Manors of, &c. aforesaid, hereby giving and granting unto my said Steward full Power and Authority to do, execute and perform all such Acts, Matters and Things as to the said Office of Steward do belong; and for his Trouble therein, I hereby promise to give and pay him yearly the Sum of, &c. *In Witness, &c.*

A Letter of Attorney to a Bailiff of a Manor.

KNow all Men by these Presents, That I the Right Honourable T. Lord A. &c. Lord of the Manor of, &c. Have made, constituted and appointed A. B. of, &c. my Bailiff, of and for my Manor of, &c. aforesaid, for me and to my Use to collect, gather, ask, require, demand and receive of and from all and every my Tenants that have held or enjoyed, or now do, or hereafter shall hold or enjoy any Messuages, Lands or Tenements from, by or under me, within my said Manor of, &c. all Rents and Arrears of Rents, Herriots and other Profits that now are, or hereafter shall become payable, due, owing or belonging to me within the said Manor; And in default of Payment thereof,

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of, to distrain for the same from Time to Time, and such Distress or Distresses to impound, detain and keep, until Payment be made of the said Rents and Profits, and the Arrears thereof; *And I do also further impower and authorize the said A.B. to take Care of and inspect into all and every the Messuages, Lands and Woods within my said Manor, and to take an Account of all Defects, Decays, Wastes, Spoils, Trespasses, or other Misdemeanors committed or permitted within the said Manor, or any the Messuages, Lands or Woods there, and from Time to Time to transmit to me a just and true Account thereof in Writing, to enable me to redress, reform and punish all Offences and Offenders of that Nature; And further, to act and do all other Things that to the Office of a Bailiff of the said Manor belongs and appertains, during my Will and Pleasure; And in Recompence for his Pains, he is to receive yearly the Sum of, &c. In Witness, &c.*

A Letter of Attorney to deliver Seisin of Lands.

TO all People, &c. I A. B. of, &c. send Greeting. *Know ye, That I the said A. B. Have constituted and appointed, and in my Stead and Place put, and by these Presents do constitute, &c. A. S. and J. S. Gent. or either of them, jointly and severally, my true and lawful Attorney and Attorneys, for me, and in my Name and Stead, to enter into, have and take, full and peaceable Possession and Seisin of all that Messuage, &c. which in and by one Indenture, bearing Date, &c. made, or mentioned to be made, between me the said A. B. of the one Part, and G. H. of, &c. of the other Part,*

Part, are granted, or mentioned to be granted by me, unto the said G. H. and every Part and Parcel thereof, or into any Part or Parcel thereof, in the Name of the whole; and after such Entry so had and made, and Possession and Seisin so had and taken as aforesaid, to deliver quiet and peaceable Possession and Seisin of the said Premises unto the said G. H. or to his Attorney and Attorneys in that Behalf lawfully authorized, to be had and held according to the Tenor, Form and Effect of the said Indenture above-mentioned; and whatsoever my said Attorney or Attorneys, or either of them, shall do in the Premises, I do hereby confirm and allow as fully and effectually as if I myself were present and did the same. *In Witness, &c.*

A Letter of Attorney to receive Seisin of Lands.

TO all People, &c. I G. H. of, &c. send Greeting. Know ye, That I the said G. H. Have, constituted and appointed, and in my Stead and Place put C. D. and E. F. of, &c. and either of them, jointly and severally, my true and lawful Attorney and Attorneys for me, and in my Name and Stead, to take and receive of and from A. B. of, &c. or of and from his Attorney or Attorneys, in that Behalf lawfully authorized, full, quiet and peaceable Possession and Seisin of all that Messuage, &c. which in and by one Indenture, bearing even Date with these Presents, made, or mentioned to be made between the said A. B. of the one Part, and me the said G. H. of the other Part, are granted, or mentioned to be granted by the said A. B. unto me the said G. H. And such Possession and Seisin thereof so had and taken,

To

To hold and keep to the Use of me and my Heirs, according to the Form, Effect and true Meaning of the said Indenture; and whatsoever my said Attorney or Attorneys shall do in the Premisses, I the said G. H. shall and will ratify, confirm and allow, as fully as if I myself were present, and did the same. *In Witness, Sc.*

A Letter of Attorney to receive a Mortgage, and seal a Counterpart thereof.

Know all Men by these Presents, That I A. B. of, Sc. Have made, ordained, constituted, and in my Stead and Place put C. D. of Sc. my true and lawful Attorney, for me, and in my Name, and to my Use, to receive of E. F. of, Sc. one Indenture of Mortgage, bearing Date, Sc. made from the said E. F. to me; for the Security of the Sum of, Sc. with Interest: And also in my Name, and to my Use, to receive of the said E. F. one Obligation, wherein the said E. F. is to stand bound to me in the penal Sum of, Sc. for the Performance of the Covenants in the said Indenture contained, which on his Part are and ought to be performed: And also for me, and in my Name to sign, seal and deliver as my Act and Deed, a Counterpart of the said Indenture, giving, and by these Presents granting to my said Attorney my full Power and Authority, in all and every the Premisses, ratifying and confirming whatsoever my said Attorney shall lawfully do, or cause to be done in or about the said Premisses by these Presents. *In Witness, Sc.*

A Letter of Attorney to demand Rent, and on Non-payment to take Possession.

Know all Men by these Presents, That I T. E. of, &c. Have made, ordained, constituted and appointed, and by these Presents do make, &c. G. J. of, &c. my true and lawful Attorney for me, and in my Name, and to my Use, to demand and receive of R. P. of, &c. the Sum of, &c. for one Year's Rent due to me at, &c. last, for my Messuage, &c. in, &c. And on Receipt thereof to give a sufficient Discharge therefore; and in Default of Payment thereof, for me, and in my Name, to enter into and upon, and take Possession of the said Messuage and Premisses, and to detain and keep such Possession for my Use; and whatsoever my said Attorney shall do in the Premisses, I do hereby ratify and confirm. *In Witness, &c.*

The Demand of the Rent.

Memorandum, That I G. J. by Virtue of the Letter of Attorney above to me made, did in pursuance thereof, on, &c. in the Year aforesaid, between the Hours of, &c. in the Afternoon of the same Day, Demand at the fore Door of the House of the said R. P. he being there Present, three several Times, twenty Pounds, for one Year's Rent due from the said R. P. to Mr. T. E. at Michaelmas last.

G. J.

This Demand was made
in the Presence of

L. M.

Demand

Demand of Possession.

Memorandum, That on R. P's refusing to pay the Rent above-demanded, I G. J. by Virtue of the Letter of Attorney above to me made, did on, &c. before Sun set, at the fore Door of the House of the said R. P. Demand Possession of the House and Lands above-mentioned.

G. J.

Memorandum, That R. P. was served with a Declaration of Ejectment on, &c.

A Letter of Attorney to sue for Lands.

TO all People, &c. I A. B. of, &c. send Greeting. Know ye, That I the said A. B. Have constituted and appointed E. F. of, &c. my true and lawful Attorney, for me, and in my Name, to enter into All that Messuage, &c. situate, &c. and full and peaceable Possession and Seisin thereof, for me and in my Name to take; and after such Possession and Seisin for me, and in my Name so had and taken, then for me, and in my Name to remove and put out the Tenants or Occupiers of the said Premisses, or any Part thereof: And the same Premisses, and every Part thereof, for my Use to hold and keep, giving, and by these Presents granting to my said Attorney, full Power for me, and in my Name to commence, sue, implead and prosecute any Action or Actions, Suit or Suits whatsoever, in any Court or Courts whatsoever, against the Tenants and Occupiers of the said Messuage, &c. and against all and every other Person

Person or Persons whatsoever, for and concerning the wrongful withholding and detaining of the said Messuage, &c. or any Part thereof. *And* the said Suit and Suits for me, and in my Name to prosecute and follow, and in my Right to proceed to Trial, and do all other lawful Acts and Things for the Recovery of the said Premises, and every Part thereof, as fully and effectually as I might or could do myself, if I were personally Present. *And* I the said A. B. for myself, my Heirs, Executors and Administrators, do covenant with the said E. F. that I will from Time to Time, and at all Times hereafter, avow and justify all and every lawful Action and Actions, Suit and Suits whatsoever, to be commenced, had or taken in my Name for or concerning the said Messuage, &c. in Manner aforesaid. *And* that I the said A. B. my Executors, Administrators or Assigns, shall not nor will, at any Time or Times hereafter, release any Action or Actions, Suit or Suits commenced, or to be commenced in Manner aforesaid, without the Consent of the said E. F. his Executors or Administrators. *In Witness, &c.*

A Warrant of Attorney to appear, &c.

To Mr. A. B. C. D. and E. F. Attorneys of his Majesty's Court of King's Bench at Westminster, or any of them.

These are to Desire and Authorize you, or either of you, to appear for me T. B. in the said Court, at the Suit of, &c. in an Action of, &c. and to plead unto the said Action, &c. And for your so doing this shall be your Warrant. *Witness, &c.*

A War-

A Warrant of Attorney to confess Judgment.

To Mr. A. B. and C. D. Attorneys of His Majesty's Court of Common-Pleas at Westminster, or to any other Attorney of the same Court.

THESE are to desire and authorize you, or any other Attorney of the said Court, to appear for me R. A. of, &c. in the said Court, this present Michaelmas Term, or any other subsequent Term, at the Suit of P. W. of, &c. and thereupon to confess Judgment against me unto him, (by *non sum informatus, nil dicit*, or otherwise) in an Action of Debt for 100 l. &c. together with Costs of Suit: And for your, or any of your so doing, this shall be your sufficient Warrant. *In Witness*, &c.

A Warrant of Attorney to acknowledge Satisfaction upon a Judgment.

To, &c. Attorneys of the Court of Common-Pleas, and to every of them.

Whereas I A. B. have obtained one Judgment in the Court of Common-Pleas at Westminster, in Trinity Term last, against C. D. of, &c. for 500 l. and, &c. Damages, which said Debt and Damages I am since satisfied and paid. Now I the said A. B. do hereby desire you the said, &c. and every of you, and do give you and every of you full Power and Authority for me, and in my Name, and as my Attorneys or Attorney, at the Costs and Charges of the said C. D. to acknowledge Satisfaction of the Debt and Damages aforesaid, upon

Record of the said Judgment; and upon a Release of Error in that Behalf had and obtained: And this shall be to you, and every of you, a sufficient Warrant for so doing. *In Witness, &c.*

A Letter of Attorney to receive a Legacy.

KNow all Men by these Presents. *That whereas* K. G. late of, &c. by her last Will and Testament, bearing Date, &c. did give and bequeath to M. G. of, &c. 500*l.* to be paid to him on his sealing a general Release to her Executors; and of the said Will made and constituted M. M. and J. B. of, &c. Executors, and shortly afterwards died. *And whereas* the said M. G. hath sealed such general Release to the said M. M. and J. B. as by the Will of the said K. G. is directed, and left the same in the Hands of his Attorney herein after named, to be delivered to the said M. M. and J. B. on Payment of the said 500*l.* *Now know ye,* That I the said M. G. *Have* made, ordained, constituted and appointed, and by these Presents do make, &c. G. J. of, &c. my true and lawful Attorney, for me and in my Name, and for my Use, to ask, demand and receive of and from the said M. M. and J. B. the said Legacy of 500*l.* so given and bequeathed to me the said M. G. by the said K. G. her said Will as aforesaid: And upon Receipt thereof by, or Payment thereof to my said Attorney, to deliver to the said M. M. and J. B. or either of them, the said general Release so sealed as aforesaid, or to give such other Discharge as shall be sufficient; ratifying, confirming and allowing all and whatsoever my said Attorney shall lawfully

lawfully do in the Premisses, by Virtue of these
Presents *In Witness, &c.*

*A Letter of Attorney to receive Annuities out of
the Exchequer.*

WHereas E. K. of, &c. being possessed of
and intitled unto two several Annuities
of 50 l. per *Annum* each, by Virtue of two se-
veral Orders, bearing Date, &c. the Numbers
of which Orders are, &c. and made in Pursu-
ance of an Act of Parliament pass'd, &c. enti-
tled, &c. and to be paid by four quarterly
Payments, for and during the Term of 99
Years, commencing, &c. as therein is mention-
ed, he the said E. K. being so possessed in and
by one Indenture, bearing Date, &c. made
between the said E. K. of the one Part, and
H. L. of, &c. W. C. of, &c. and L. B. of, &c.
of the other Part, *Hath* assigned and trans-
ferred the said two several Annuities, and the
Tallies and Orders made out therepon, and all
his Estate and Interest therein, unto the said
H. L. W. C. and L. B. *To hold to them, their*
Executors, Administrators and Assigns, to, for
and upon the several Trusts therein mentioned;
and (amongst other Things) in Trust to permit
and suffer, the said E. K. and his Assigns, to
receive and take one of the said Annuities of
50 l. per *Annum* for and during the Term of
his natural Life; and as to the other Annuity
of, &c. in Trust for, &c. as is and by the said
Indenture may more fully appear. Now know
all Men by these Presents. That we the said H.
L. W. C. and L. B. in pursuance and part of
Performance of the Trust in us reposed by the
said recited Indenture, Have, and every and ei-

ther of us hath made, ordained, constituted and appointed, and by these Presents do make, &c. the said E. K. our true and lawful Attorney, irrevocable in our Names, but for the sole Use and Benefit of him the said E. K. to ask, demand and receive out of his Majesty's Exchequer, or of and from the Lord High Treasurer of Great Britain for the Time being, or such other Person or Persons who ought to pay the same, the said several Annuities of 50 l. per Annum each, from Time to Time, and for so long Time as the same shall or ought to become payable to him, by Virtue of the said recited Indenture; and on Receipt thereof to give Acquittances and other Discharges for the same, ratifying, allowing, and by these Presents confirming all and whatsoever the said E. K. shall do; or cause to be done in the Premisses, by Virtue of these Presents, to be as effectual to all Intents and Purposes, as if we ourselves were personally present, and the Actors and Doers thereof. *In Witness, &c.*

An Election of a Guardian by a Minor.

KNow all Men by these Presents, That I A. B. Son and Heir of C. B. late of, &c. deceased, and of E. his Wife, being now about the Age of 18 Years, Have nominated, elected and chosen, and by these Presents do nominate, &c. F. G. of, &c. to be Guardian of my Person and Estate, until I shall attain the Age of 21 Years. And do hereby promise to be ruled and governed by him in all Things touching my Welfare: And I do hereby authorize and empower the said F. G. to enter upon and take Possession of all and every my Messuages, Lands, Tenements, Heredita-

Hereditaments and Premisses whatsoever, situate, lying and being in the Parishes of, &c. in the County of, &c. or any or either of them, or elsewhere whereunto I have or may have any Right or Title, and to let and set the same, and receive and take the Rents, Issues and Profits thereof for my Use and Benefit, during the Term aforesaid, giving and hereby granting unto the said E. F. my full Power in the Premisses, and whatsoever he shall lawfully do or cause to be done in the said Premisses, by Virtue hereof I do hereby promise to ratify and confirm. *In Witness, &c.*

Licence for a Tenant to demise Lands held by Lease.

TO all People, &c. T. D. of, &c. Esq; sendeth Greeting. Whereas Sir T. D. late of, &c. Knt. deceased, Father of the said T. D. in his Life-time, in and by one Indenture, bearing Date, &c. for the Considerations therein mentioned, did demise, grant, and to farm let unto R. G. of, &c. All that Messuage, &c. situate, &c. with the Appurtenances; To hold to the said R. G. for the Term of 99 Years, if, &c. any or either of them should happen so long to live, so that the said R. G. did not alien, assign or set over his Estate, Term or Interest in the said Premisses to any Person or Persons whatsoever, without the Licence of the said Sir T. D. in Writing under his Hand and Seal first had and obtained, as in and by the said recited indenture may more fully appear. And whereas the said Sir T. D. is since dead, but first made his last Will and Testament in Writing, and therein and thereby gave and devised the Reversion and Inheritance of the said Messuage, &c. to the

the said T. D. and his Heirs, as by the said Will may appear. *And whereas* the said R. G. is since also dead, but first before his Death made his last Will and Testament in Writing, and thereby gave and devised the said Mes-suage, &c. above-mentioned to E. G. his Widow and Relict, for the Remainder of the said Term granted by the said recited Indenture, as by the said Will may also appear. *Now know ye*, That the said T. D. *hath* given and granted, and by these Presents doth give, &c. unto the said E. G. her Executors and Administrators, full and free Liberty, Licence and Authority, at any Time during the Remainder of the said Term, to demise, grant, sell or assign the said Mes-suage and Premisses, with the Appurtenances, or any Part thereof, to any Person or Persons whatsoever, for any Term or Number of Years, determinable with the said recited Indenture of Lease, the Person or Persons to whom the same shall be assigned, from Time to Time yielding, paying and performing the Rents, Covenants and Agreements in the said recited Indenture contained, any Thing in the said recited Indenture contained to the contrary there-of in any wise notwithstanding. *In Witness*, &c.

A Letter of Licence to a Debtor.

TO all People, &c. We A. B. C. D. E. F. G. H. &c. whose Names are hereunder written, and Seals affix'd, Creditors of J. B. of, &c. Merchant; send Greeting: *Whereas* the said J. B. on the Day of the Date hereof, is indebted unto us his said Creditors in divers Sums of Money, which by Reason of great Losses and Misfortunes happened unto him, *He is not at present*

present able to pay and satisfy unto us, without respite of Time to be given him for that Purpose. *Know ye therefore*, That we the said Creditors, and every of us, do by these Presents give and grant to the said J. B. free Licence, and our sure and safe Conduct to come and go, and resort unto us and every one of us his said Creditors, to compound and take Order with us, and every one of us, for our and every of our said Debts; and also to go about his other Business and Affairs at his free Will and Pleasure, from the Day of the Date hereof, unto the full End and Term of one whole Year next coming, without any Let, Trouble, Suit, Arrest, Attachment, or other Disturbance whatsoever, to be offered or done unto him the said J. B. his Wares, Goods, Money, or other Merchandizes whatsoever, by us or any of us, or by the Heirs, Executors, Administrators, Partners or Assigns of us, or any of us, or by our or any of our Means or Procurement. And we the said Creditors severally and respectively, each for himself, his Executors and Administrators, doth severally and apart, and not jointly, covenant and grant to and with the said J. B. by these Presents, That if any Hurt, Trouble, Vexation, Wrong, Damage or Hindrance, shall be done unto him the said J. B. either in his Body, Goods or Chattels, within the said Term of one whole Year, from the Date hereof, by, us, or any of us his said Creditors, or by any Person or Persons by or through the Commandment, Will, Procuring, Partnership or Consent of us, or any of us, against the Tenor, Form and Effect of this our present Licence, or Writing of safe Conduct, that then he the said J. B. by Virtue of these

Presents,

Presents, shall be discharged and acquitted for ever, towards and against him and them of us, his and their Heirs, Executors, Administrators, Partners and Assigns, and every of them, by whom and by whose Means he shall be vexed, arrested, troubled, hindered, attached, grieved or damnified, of all Manner of Actions, Suits, Quarrels, Debts, Duties and Demands, either in Law or Equity whatsoever, from the Beginning of the World, to the Day of the Date of these Presents. *Provided* always, That if all the Creditors above-named shall not subscribe and seal these Presents, then the Liberty or Licence hereby given and granted, and every Clause, Matter and Thing therein contained, shall cease, determine, and be void, to all Intents and Purposes, any Thing herein before contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

A Letter of Composition with a Debtor, to accept of Ten Shillings in the Pound.

TO all People, &c. We whose Names are hereunder subscribed, and Seals affixed, Creditors of R. K. of, &c. Merchant, send Greeting. Whereas the said R. K. is, and standeth indebted unto us severally, in the several Sums of Money in the Schedule hereunto annexed, particularly mentioned and set down, which Money he is not at present able to pay us. *Know ye therefore*, That we the said Creditors, in Consideration of the Premisses, and for divers other good Causes and Considerations, are severally and respectively contented and willing, and do by these Presents severally and respectively grant and agree to and with the said

said R. K. his Executors and Administrators, to accept after the Rate of ten Shillings in the Pound, in full Payment and Satisfaction of and for all Money to us severally by him due and owing as aforesaid, so as he the said R. K. shall well and truly satisfy and pay to us the said Creditors, severally and respectively, the said ten Shillings in the Pound, for all such Moneys as are by him due and owing to us severally as aforesaid, in Manner following; (that is to say) one half thereof upon, &c. next coming, and the other half thereof in and upon, &c. which will be in the Year of our Lord, &c. Provided always, and upon Condition nevertheless, That if at any Time hereafter any Default of Payment shall happen to be made by the said R. K. of any the Sum or Sums of Money to us severally to be paid in pursuance of these Presents, That in every such Case, this Agreement, as to such Person only to whom any such Default of Payment shall be made, shall be utterly void and of none Effect, any Thing herein contained to the contrary notwithstanding. *And we the said Creditors do hereby Covenant and grant, and every of us respectively for his own Part covenanteth and granteth, That if at any Time hereafter, before any Default of Payment shall be made by the said R. K. of any Sum or Sums of Money agreed to be paid in pursuance of these Presents, the said R. K. shall happen to be arrested, attached or molested by us, or any or either of us, or for or in the Name of us, or any or either of us, or by our or any or either of our Consent, Means or Procurement, for any Debt, Duty or Demand due to us, or any or either of us; that then and from thenceforth he the said R. K. his Executors and Administrators, shall*

shall be absolutely freed and discharged against him or them of us, by whom, or by whose Means or Procurement the said R. K. in his Body or Goods shall be sued, arrested, attached or molested, of and from all Actions, Debts, Duties and Demands whatsoever, from the Beginning of the World, unto the Day of the Date hereof. *In Witness, &c.*

Bills of Sale, Charterparties of Af- freightment, &c.

A Bill of Sale of Cattle and Goods to indemnify a Man against a Bond.

TO all People, &c. E. H. of, &c. sendeth Greeting. Whereas J. W. of, &c. in and by one Bond or Obligation, bearing even Date with these Presents, is become bound with the said E. H. as his Surety unto T. E. of, &c. in the penal Sum of, &c. with Condition thereunder written, to be void on Payment to the said T. E. of the Sum of, &c. on, &c. next coming, as by the said Bond may appear. Now know ye, That the said E. H. to the Intent the said J. W. may be indemnified from the said Bond, and to enable him to raise Money to pay the said Sum of, &c. to the said T. E. in Manner above expressed. And in Consideration also of 5 s. in Money to him in Hand paid by the said J. W. the Receipt whereof is hereby acknowledged; he the said E. H. hath granted, bargained, sold and delivered, and by these Presents doth grant, &c.

Ec. unto the said J. W. all and every the Cattle, Hay, and other Goods and Chattels in the Schedule hereunto annexed mentioned; *To have and to hold* all and singular the said Cattle, Hay, and other Goods and Chattels, and every of them, unto the said J. W. as his own proper Goods and Chattels, from henceforth for ever: *In Trust* that the said J. W. shall and will, with all convenient Speed he can, sell and dispose of the said Cattle, Hay, Goods and Chattels in the said Schedule hereunto annexed mentioned, for the best Price he can get for the same; and out of the Money arising thereby, in the first Place pay the said T. E. the said, Ec. and in the next Place reimburse and satisfy himself all such Costs, Charges and Expences, as he shall lay out, expend or be put unto, in selling, managing or disposing of the said Cattle, Goods and Chattels, and also all such Charges as he shall any ways sustain or be put unto, by Reason of his entring into the said Bond as aforesaid. *In Witness*, Ec.

A Bill of Sale of the Fourth Part of a Ship.

TO all People, Ec. We S. W. of, Ec. Merchant, R. B. of, Ec. Mariner, J. G. of, Ec. Part-Owners of the good Ship called the J. of, Ec. of the Burthen of 200 Tons or thereabouts, now lying, Ec. send greeting. Know ye, That we the said S. W. Ec. in Pursuance of a Contract and Agreement formerly had and made between us the said S. W. Ec. and R. G. of, Ec. Merchant, and for and in Consideration of the Sum of 500 l. of, Ec. to us in Hand by the said R. G. before the Sealing and Delivery hereof well and truly paid and satisfied; the Receipt whereof we do hereby

hereby acknowledge, and our selves therewith fully satisfy'd, and thereof and therefrom do clearly acquit, release and discharge him the said R. G. his Executors and Administrators, and every of them, for ever by these Presents; *Have*, and each and every of us *both* granted, bargained and sold, and by these Presents do, and each and every of us doth grant, &c. unto the said R. G. One fourth Part (the whole in four equal Parts to be allotted and divided) of the laid Ship called the J. Also one fourth Part (the whole to be accounted and divided as aforesaid) of all and singular the Apparel, Tackle, Boats, Oars, Masts, Yards, Sails, Cables, Anchors, Ordnance, Ammunition, Provisions, Stores, Artillery, Ropes, Furniture and Appurtenances whatsoever to the said Ship belonging, or in any wise appertaining, when she returned to the said Port of, &c. in her last Voyage under the Command of, &c. To have and to hold the said hereby bargained and sold, or mentioned or intended to be hereby bargained and sold fourth Part of the said Ship and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said R. G. his Executors, Administrators and Assigns, as his and their proper Goods, and to his and their proper Use and Uses for ever. *And* we the said S. W. &c. each of us for himself and his own Part severally and apart, and not jointly, or one for another of us, nor the Acts of any other of us, Do covenant, promise and grant, to and with the said R. G. his Executors and Administrators, and every of them, by these Presents, That at the Time of the Sealing and Delivery hereof we are lawfully possessed, and have in ourselves, or some or one of us hath full Power, good Right, lawful Authority,

thority, to grant, bargain and sell to the said R. G. his Executors, Administrators and Assigns, the said fourth Part of the Ship, and all other the Premisses, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. *And also,* That the said R. G. his Executors, Administrators and Assigns, and every of them, shall and lawfully may from Time to Time, and at all Times hereafter, peaceably and quiet have, hold, use, occupy, possess and enjoy the said hereby granted, bargained and sold Fourth Part of the said Ship and other the Premisses, with the Appurtenances, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents, without any Let, Trouble, Denial, Molestation, Hindrance or Disturbance whatsoever, of or by us the said S. W. &c. severally, or any claiming under us. And that freed and discharged of and from all former and other Bargains, Sales, Debts and Incumbrances whatsoever made, done or committed by us severally, or our or any of our Privity or Knowledge. *In Witness,* &c.

A Bill of Bottomry, or Mortgage of a Ship.

TO all People, &c. I A. B. of, &c. send greeting. *Whereas* I the said A. B. am Owner and Master of the Ship called, &c. of the Burthen of, &c. or thereabouts, now riding at Anchor at, &c. and bound for a Voyage to, &c. and from thence to return back to London to make her Discharge. *And whereas* I the said A. B. have Occasion to take up upon the Adventure of the said Ship the Sum of, &c. for the better setting forth the said Ship to Sea, and for

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furnishing her with Provision and Necessaries for the said Voyage. *And whereas* C. D. of, &c. hath at my Request supplied me with, and lent unto me the Sum of, &c. at 20*l. per Cent.* Interest during the said Voyage. *Now know ye,* That I the said A. B. do, for me, my Executors and Administrators, covenant, promise and agree to and with the said C. D. his Executors and Administrators, by these Presents, That the said Ship shall with the first fair Wind after, &c. depart from the said River of *Thames*, and directly as Wind and Weather shall serve, proceed and sail unto, &c. aforesaid, and having there tarried until, &c. or being sooner dispatched, shall, as Wind and Weather shall serve, directly sail and return back to the said River of *Thames*, to finish and compleat her Voyage. *And know ye farther,* That I the said A. B. do, for the Considerations aforesaid, hereby bind my self, my Heirs, Executors, Administrators, Goods and Chattels, and particularly the said Ship, with the Freight, Tackle and Apparel of the same, to pay unto the said C. D. his Executors, Administrators or Assigns, the said Sum of, &c. and Interest at 20*l. per Cent.* within 21 Days next after the Return and safe Arrival of the said Ship in the said River of *Thames*, from the said intended Voyage. *And I the said A. B. do, for me, my Executors and Administrators, covenant and grant, to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That I the said A. B. at the Time of Sealing and Delivery hereof, am true and lawful Owner and Master of the said Ship, and have Power and Authority to charge the said Ship as aforesaid ; and that the said Ship shall be liable and chargeable for the Payment of the said, &c.*
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in Manner aforesaid, according to the true Intent and Meaning of these Presents. Provided always, and it is agreed by and between the said Parties, That in case the said Ship shall be lost, miscarry, or be cast away, before her next Arrival in the said River of *Thames*, from the said intended Voyage, that then the said Payment of the said Sum of, &c. and Interest, &c. shall cease and determine, and the Loss thereof be wholly borne and sustained by the said C. D. his Executors and Administrators; and that then and from thenceforth these Presents, and every Matter and Thing herein contained on the Part and Behalf of the said A. B. shall cease and be void, any Thing herein before contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

A Bill of Adventure for Money.

TO all People, &c. I A. B. of, &c. send greeting. Whereas I the said A. B. do intend to make a Voyage unto, &c. in the Ship called, &c. whereof, &c. is Master, now bound thither. *And whereas* C. D. of, &c. the Day of the Date hereof hath paid and delivered unto me the said A. B. the Sum of, &c. the Receipt whereof, I do hereby acknowledge; the Adventure of which said Sum, &c. the said C. D. hath entrusted me with, and is content and hath agreed to bear and stand to out and home. Now know ye, That I the said A. B. do, for me my Executors and Administrators, covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That I the said A. B. my Executors, Administrators or Assigns, shall and will dispose, convert

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and employ the said, &c. in the said Voyage, to and for the best and most Advantage of the said C. D. his Executors, Administrators and Assigns, according to the best of my Skill and Knowledge. *And also, That I the said A. B. my Executors, Administrators or Assigns, shall and will within 20 Days next after my Return from the said Voyage, or the Arrival and Discharge of the said Ship within the Port of London, which shall first happen; not only give and deliver, or cause to be delivered, unto the said C. D. his Executors, Administrators or Assigns, a just and true Account of the Disposition and Management of the said Adventure; but also well and truly pay and deliver, or cause to be paid and delivered, unto the said C. D. his Executors, Administrators or Assigns, all such Money and Proceed as shall appear to be due and coming to him the said A. B. his Executors, Administrators or Assigns.*

In Witness, &c.

A Charterparty of Affreightment.

His Charterparty indented, made, &c. Between W. B. of, &c. Mariner, Master and Owner of the good Ship or Vessel called, &c. burthened 50 Tons or thereabouts, of the one Part; and J. V. of, &c. Merchant, of the other Part: *Witnesseth, That the said W. B. for the Considerations herein after-mentioned, Hath granted, and to Freight letten, and by these Presents doth grant, &c. unto the said J. V. his Executors, Administrators and Assigns, the whole Tonnage of the Hold, Stern Sheets, and Half Deck of the said Ship or Vessel from the Port of, &c. to, &c. in a Voyage to be made with the said Ship in Manner and Form following; (that is*

is to say) To sail with the first fair Wind and Weather that shall happen next after, &c. or before, &c. next, from the said Port of, &c. with the Goods and Merchandise of the said Freightor, his Factors or Assigns, on Board, to, &c. aforesaid, there to be discharged of her said Cargo within 15 Days next after her Arrival there for the End of the said Voyage. *In Consideration* whereof, the said J. V. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said W. B. his Executors, Administrators and Assigns, by these Presents, That he the said J. V. his Executors, Administrators, Factors or Assigns, shall and will well and truly pay or cause to be paid unto the said W. B. his Executors, Administrators or Assigns, for the Freight of the said Ship and Goods, the Sum of 50*l.* of, &c. within 20 Days after the said Ship's Arrival, and Goods discharged at, &c. aforesaid, for the End of the said Voyage. And also shall and will pay for Demorage (if any shall be by the Default of him the said J. V. his Factors or Assigns) the Sum of 20*s.* of, &c. per Day daily, and every Day as the same shall grow due. And the said W. B. for himself, his Executors and Administrators, doth covenant, promise and grant, to and with the said J. V. his Executors, Administrators and Assigns, by these Presents, That the said Ship or Vessel shall be ready at the said Port of, &c. to take in Goods by the said Day, &c. or before, &c. next coming. And within 10 Days next after the said Ship or Vessel shall arrive at the said Port of, &c. in Manner and according to the Times aforesaid, he the said J. V. doth promise to have his Goods ready, and to be put on board the said Ship to proceed on in the said Voyage. *And the said*

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W. B.

W. B. for himself, his Executors and Administrators, doth covenant, promise and grant, to and with the said J. V. his Executors, Administrators and Assigns, That the said Ship or Vessel now is, and at all Times during the said Voyage shall be to the best Endeavours of the said W. B. his Executors and Administrators, and at his and their own proper Costs and Charges in all Things made and kept stiff, staunch, strong, well furnished and provided, as well with Men and Mariners sufficient and able to sail, guide and govern the said Ship, as with all manner of Rigging, Boats, Tackle, Apparel, Furniture, Provision and Appurtenances, fitting and necessary for the said Men and Mariners, and for the said Ship, during the Voyage aforesaid. *In Witness, Esq.*

In these Charterparties, so much *per Ton* for unloading and taking in Goods at such and such Ports, may be agreed to be paid by the Merchant to the Owner of the Ship: And there might be a Penalty inserted at the Bottom, for Non-performance of Covenants; but this last is not very usual.

Leafes.

A Lease of a House and Goods for Twenty-one Years.

This Indenture made, Esq. Between Sir A. N. of, Esq. Baronet, of the one Part; and J. T. of, Esq. of the other Part: *Witnesseth*, That the said Sir A. N. for and in Consideration of the yearly

yearly Rent and Covenants herein after reserved and contained on the Part and Behalf of the said J. T. his Executors, Administrators and Assigns, to be paid, observed and performed, *Hath* demised, granted, and to Farm letten, and by these Prents doth demise, &c. unto the said J. T. *all* that Messuage or Tenement called, &c. now in the Possession of, &c. with all and singular Ways, Waters, Easements and Appurtenances to the said Messuage or Tenement belonging, or in any wise appertaining, together with the Use of the Goods in the Schedule hereunto annexed mentioned: *To have and to hold* all and singular the said Messuage or Tenement, and Premises above-mentioned, with the Appurtenances, unto the said J. T. his Executors, Administrators and Assigns, from the 25th Day of March next, for and during the Term of 21 Years thence next ensuing, and fully to be compleat and ended. *Yielding* and paying therefore yearly, during the said Term, unto the said Sir A. N. his Heirs and Assigns, the yearly Rent of 20*l.* of, &c. in and upon the 25th Day of June, the 25th Day of September, the 25th Day of December, and the 25th Day of March, by even and equal Portions. *And if* it shall happen the said yearly Rent above reserved, or any Part thereof, to be behind and unpaid, in part or in all, by the Space of 21 Days next after any or either of the said Days appointed for Payment thereof, then and from thenceforth it shall and may be lawful to and for the said Sir A. N. his Heirs and Assigns, into the said Premises to re-enter, and the same to have again, re-possess and enjoy, as in his and their first and former Estate, Right, Title and Degree, any Thing herein contained to the contrary thereof in any wise notwithstanding. *And*

the said J. T. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said Sir A. N. his Heirs and Assigns, that he the said J. T. his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said Sir A. N. his Heirs or Assigns, the said yearly Rent above reserved, at the Days and Times, and in Manner and Form above expressed, clear of and over and above all Taxes, Rates and Payments whatsoever, (except such Taxes as shall be charged on Lands and Tenements, by any Act or Acts of Parliament, and payable to the King's Majesty, his Heirs and Successors.) *And also,* that he the said J. T. his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times during the said Term hereby granted, well and sufficiently repair, maintain, sustain, uphold, amend and keep the said demised Premises, and every Part thereof, with the Appurtenances, in, by and with all and all Manner of needful and necessary Reparations whatsoever, when and as often as Need shall require; and the same so well and sufficiently repaired, maintained, sustained, upheld and kept, at the End of the said Term unto the said Sir A. N. his Heirs and Assigns, shall and will peaceably and quietly leave and yield up; and shall and will then also leave unto the said Sir A. N. his Heirs and Assigns, all such Goods as are mentioned in the Schedule hereto annexed, in as good Plight and Condition as they are now in: (The reasonable Usage of them, and the Casualty of Fire in the mean Time, only excepted.) *And* the said Sir A. N. for himself, his Heirs and Assigns, doth covenant and grant to and with the said J. T. his Executors, Administrators

strators and Assigns, that he the said Sir A. N. shall and will bear, pay and discharge or deduct, abate and allow out of the said yearly Rent above reserved, all Taxes laid on Lands and Tenements by any Act or Acts of Parliament, payable to the King's Majesty, his Heirs and Successors. *And also*, that he the said J. T. his Executors, Administrators and Assigns, shall and may, by and under the yearly Rent and Covenants herein reserved and contained, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement and Premises above-mentioned, with the Appurtenances, for and during the said Term hereby granted, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said Sir A. N. his Heirs and Assigns, or of any other Person or Persons, claiming or to claim, by, from or under him. *In Witness, &c.*

*The Schedule of Goods, to which the Indenture
hereunto annexed refers.*

Impromis, In the back Parlour, one Table, a Looking-glass, &c.

Item, In the Room backward up one Pair of Stairs, a Table, &c.

Item, In the best Chamber two Pair of Stairs, &c.

Item, &c.

A Lease of a House in London.

THis Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part: *Witnesseth*, That for and in Consideration of the Rents and Covenants herein after

after reserved and contained on the Part and Behalf of the said C. D. his Executors and Administrators, to be paid kept and performed, &c. the said A. B. hath demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said C. D. All that Messuage or Tenement situate, &c. together with all and singular Cellars, Sollars, Chambers, Rooms, Lights, Ways, Water-courses, Easements, Profits, Commodities and Appurtenances to the said Messuage or Tenement belonging or appertaining. To have and to hold the said Messuage or Tenement, and all and singular the Premises, with their and every of their Appurtenances herein before mentioned or intended to be hereby demised unto the said C. D. his Executors, Administrators and Assigns, from the Feast of, &c. for and during, and unto the full End and Term of Seven Yeas, from thence next ensuing, and fully to be compleat and ended. Tielding and Paying therefore yearly and every Year during the said Term unto the said A. B. his Executors, &c. the Rent or Sum of, &c. on the Feasts, &c. by even and equal Portions. And if it shall happen the said yearly Rent of, &c. or any Part thereof, to be behind and unpaid by the Space of 28 Days, next after any of the said Feast Days on which the same ought to be paid as aforesaid, (being lawfully demanded) That then and at all Times thereafter, it shall and may be lawful to and for the said A. B. his Executors, &c. into the said demised Messuage or Tenement and Premises, or into any Part thereof, in the Name of the whole to re-enter, and the same to have again, repossess and enjoy, as in his and their former Estate, and the said C. D. his Executors, &c. thereout and therefrom to expel and put out, any thing herein

herein contained to the contrary thereof in any wise notwithstanding. *And* the said C. D. for himself, his Executors, &c. doth covenant and grant, to and with the said A. B. his, &c. by these Presents, That he the said C. D. his, &c. shall and will, during the said Term hereby demised, well and truly pay or cause to be paid unto the said A. B. his, &c. the said yearly Rent or Sum of, &c. on the Days and Times, and in Manner and Form above mentioned for Payment thereof, according to the Reservation thereof, as aforesaid, and the true Intent and Meaning of these Presents, *And* also that he the said C. D. his, &c. or some or one of them, shall and will at his or their own proper Costs and Charges, well and sufficiently repair, uphold, support, maintain and keep the said Messuage or Tenement and Premises, with the Glass Windows, Pavements, Privies, Sinks, Gutters and Wydraughts belonging to the same, in, by and with all and all manner of needful and necessary Reparations and Amendments whatsoever, when and as often as need or Occasion shall be or require during the Term, (the Casualty of Fire, which may burn down or destroy the said Messuage or Tenement and Premises, or any Part thereof only excepted) *And* the said Messuage or Tenement and Premises being so well and sufficiently repaired, &c. at the End of the said Term, or other sooner Determination of this present Demise, unto the said A. B. his, &c. shall and will peaceably and quietly leave and yield up (except as above excepted.) *And* further, that it shall and may be lawful to and for the said A. B. his, &c. or any of them, with Workmen or others, or without, twice in every Year during the Continuance of this Demise, at seasonable

seasonable Times in the Day Time, to enter and come into and upon the said demised Premises, or any Part thereof, and view, search and see the State and Condition of the Reparations of the same, and of all Defects, Defaults, and want of Repairs then and there found, to give or leave Notice or Warning in Writing, at and upon the said demised Premises, to and for the said C. D. for the repairing and amending of the same within the Space of &c. then next following. In which said Space or Time of, &c. after every or any such Notice or Warning, he the said C. D. for himself, his, &c. doth hereby covenant and grant to and with the said A. B. his, &c. well and sufficiently to repair and amend the Defects and Wants of Reparations so to be found as aforesaid, (except as is before excepted.)

And also, That he the said C. D. his, &c. shall and will at all Times hereafter during the Term hereby demised, bear, pay and discharge all Taxes, Charges, Impositions, and Parish Duties, which shall be taxed, charged, imposed or assed, upon the said Messuage or Premises, or any Part thereof. *And* the said A. B. for himself, his, &c. doth covenant and grant to and with the said C. D. his, &c. That he the said C. D. his, &c. paying the said yearly Rent of, &c. and performing all and every the Covenants and Agreements herein before contained; which on his or their Parts and Behalfs are or ought to be paid, done and performed, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement and Premises hereby demised, for and during the Term hereby granted, without any Let, Suit, Trouble, Hindrance or Interruption, of or by the said A. B. his, &c. or any of them, or

by

by any other Person or Persons lawfully claiming or to claim, by, from or under him, them or any of them, or by or thro' his, their or any of their Means or Procurement. *In Witness, &c.*

A Lease of a Piece of Ground for building a House upon.

This Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part: *Witnesseth*, That the said A. B. for divers good Causes and Considerations, &c. Hath demised, &c. unto the said C. D. All that Piece or Parcel of Ground, containing, &c. lying and being, &c. *To have and to hold* the said Piece or Parcel of Ground and Premises above mentioned, unto the said C. D. his Executors, &c. for and during, and unto the full End and Term of Thirty Years, from thence next ensuing and fully to be compleat and ended. *Yielding and Paying*, &c. without any Deduction for Taxes, charged or imposed on the said Premises by Act of Parliament or otherwise. *And* if it shall happen the said yearly Rent of, &c. shall be behind and unpaid, &c. Then and from thenceforth it shall and may be lawful to and for the said A. B. his, &c. into the above demised Premises to re-enter, &c. *And* the said C. D. for himself, his Executors, &c. doth covenant and grant to and with the said A. B. his, &c. That he the said C. D. his, &c. shall and will, at his and their own proper Costs and Charges in all Things, make, erect, set up and finish, or cause to be made, &c. before the Day, &c. upon the said Ground herein before demised, one good and substantial House of Brick of three Stories high, each Story to be 10 Foot high, &c. and make

or

ot cause to be made to every Room thereof two
handsome Sash Windows of good Carpenter's
or Joiners Work, each of them six Foot High,
and four Foot broad; and well Sash and Glaze
the same with good Crown Glass: And Ciel all
the Floors over Head with Lime and Hair; and
Tile over all the said Building with, &c. Tiles,
and make convenient Doors, with Hooks, Hin-
ges, Locks and Keys, to all the Rooms of the
said House; and Floor with Inch Board all the
Floors; and erect convenient Chimneys with
Brick, Lime and Sand, and Free-Stone Hearths,
&c. and make a Cellar paved with, &c. and a
Vault of Brick, &c. for a Privy, &c. And the
said C. D. his, &c. shall also from Time to
Time, during the said Term of, &c. Years, at
his and their proper Costs and Charges, repair,
uphold, maintain and keep the said Building so
to be erected and finished, in, by and with all
and all manner of needful Reparations whatso-
ever, and the same so repaired upheld and kept
in good and sufficient Repair, shall and will
leave and yield up, with all Doors, Windows,
Walnscot, Shelves, Locks and Keys belonging
to the same, at the End and Expiration of this
present Demise. Provided always, and it is co-
venanted and agreed by and between the said
Parties to these Presents, That if the said C. D.
his, &c. do not before the said Day of, &c. afore-
said, at his and their own Costs and Charges,
make, erect, set up, and finish the said House in
all Things as the said C. D. hath before in these
Presents covenanted, then and from thenceforth
this present Demise, and every Thing therein
contained, shall cease and be void to all Intents,
Constructions and Purposes whatsoever. And
the said A. B. doth for himself, his, &c. cove-
nant,

nant, &c. with the said C. D. his, &c. That he the said C. D. his, &c. paying the Rent above reserved, and performing all and every the Covenants on his Part to be performed and kept, shall and may from Time to Time and at all Times during the said Term hereby granted, peaceably and quietly have, hold, possess and enjoy the said demised Premises, &c. *In Witness, &c.*

A Lease of a Shop.

This Indenture made, &c. Between J. B. of, &c. of the one Part, and T. S. of, &c. of the other Part: *Witnesseth*, That the said J. B. for and in Consideration of the Rents and Covenants herein after reserved and contained, which on the Part and Behalf of the said T. S. his Executors, Administrators and Assigns, are to be paid and performed, *Hath* demised, granted and to Farm letten, and by these Presents doth demise, &c. unto the said T. S. *All* that Shop or lower Room, situate, lying and being in, &c. late in the Tenure of, &c. but now in the Tenure or Possession of him the said T. S. or his Assigns; *To have and to hold* the said Shop or lower Room unto the said T. S. his Executors, Administrators and Assigns, from, &c. last past, before the Date hereof, for and during the Term of seven Years, from thence next ensuing, and fully to be compleat and ended; *Paying* and paying therefore yearly and every Year, during the said Term hereby granted unto the said J. B. his Executors, Administrators and Assigns, the yearly Rent or Sum of, &c. at the four most usual Feasts or Terms in the Year, (that is to say) the Feasts of the Annunciation of the blessed

sed Virgin *Mary*, the Nativity of St. *John* & Baptist, the Feast of St. *Michael* the Archangel and the Feast of St. *Thomas* the Apostle, by even and equal Portions. *And* if it shall happen the said yearly Rent or Sum of, &c. or any Part thereof, to be behind and unpaid, in Part or in all, by the Space of twenty Days next after any or either of the said Feasts or Days of Payment, on which the same ought to be paid as aforesaid, being lawfully demanded, that then and from thenceforth it shall and may be lawful to and for the said J. B. his Executors or Assigns, into the said Shop or lower Room to re-enter, and the same to have again, repossess and enjoy, as in his and their first and former Estate or Estates, any thing herein contained to the contrary notwithstanding. *And* the said T. S. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said J. B. his Executors and Assigns, by these Presents, that he the said T. S. his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said J. B. his Executors or Assigns, the said yearly Rent or Sum of, &c. on the respective Days of payment above-mentioned. *And* the said J. B. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said T. S. his Executors and Assigns, that it shall and may be lawful to and for the said T. S. his Executors and Assigns, under the Rents and Covenants herein contained, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said Shop or lower Room hereby demised, during the said Term hereby granted, without any Molestation, Disturbance or Denial of him the said J. B. his Executors or Assigns, or of any other

other Person or Persons whatsoever, claim or to claim, by, from or under him, them any of them. *In Witness, &c.*

A Lease made from three Persons, having separate Interests, for a Term of Years, if the Lessor lives so long, under a yearly Rent payable Monthly.

This Indenture Quadrupartite, made, &c. Between M. W. of, &c. of the first Part, E. G. of, &c. of the second Part, G. T. of, &c. of the third Part, and J. S. of, &c. of the fourth Part; *Witnesseth*. That for and in Consideration of the Sum of, &c. to the said M. W. in Hand paid by the said J. S. and in Consideration also of the like Sum of, &c. to the said E. G. in Hand also paid by the said J. S. and in Consideration also of the Sum of, &c. more of like, &c. to the said G. T. in Hand likewise paid by the said J. S. the Receipt of which said several Sums of Money, they the said M. W. E. G. and G. T. do hereby respectively confess and acknowledge, they the said M. W. E. G. and G. T. *Have*, and every and either of them hath demised, granted, and to Farm letten, and by these Presents do, and every and either of them doth demise, &c. All that Messuage or Tenement, commonly called, &c. situate, &c. with all and singular Ways, Waters, Easements and Appurtenances thereunto belonging; *To have and to hold*, all and singular the said Messuage or Tenement above-mentioned, with the Appurtenances, unto the said J. S. his Executors, Administrators and Assigns, from the 25th Day of March last past, for and during the Term of twenty Years thence next ensuing, and fully to be compleat and ended, if, &c.

H h shall

shall happen so long to live; *Tielding and pay*—
ing therefore yearly, during the said Term,
unto the said M. W. &c. their Executors, Ad-
ministrators and Assigns, the yearly Rent of,
&c. in and upon the 25th Day of *April*, the
25th Day of *May*, the 25th Day of *June*, the
25th Day of *July*, the 25th Day of *August*, the
25th Day of *September*, the 25th Day of *Octo-
ber*, the 25th Day of *November*, the 25th Day
of *December*, the 25th Day of *January*, the 25th
Day of *February*, the 25th Day of *March* year-
ly, by even and equal Portions. *And if it shall*
happen the said yearly Rent above reserved,
or any Part thereof, to be behind and unpaid
in Part, or in all, by the Space of 21 Days next
after any or either of the said Days appointed
for Payment thereof, then and from thenceforth
it shall and may be lawful to and for the said
M. W. &c. and their Assigns, into the said Pre-
misses to re-enter, and the same to have again,
re-possess and enjoy, as in their first and former
Estate, Right, Title and Degree, any Thing
herein contained to the contrary thereof in any
wise notwithstanding. *And the said M. W.* for
himself, his Executors and Assigns, doth cove-
nant to and with the said J. S. his Executors
Administrators and Assigns, that he the said J. S.
his Executors, Administrators and Assigns, shall
and may, by and under the yearly Rent and
Covenants herein reserved and contained, peace-
ably and quietly have, hold, occupy, possess
and enjoy, all and singular the said Messuage
or Tenement, and Premisses above-mentioned,
with the Appurtenances, for and during the said
Term hereby granted, without the Let. Trou-
ble, Hinderance, Molestation, Interruption and
Denial of him the said M. W. his Heirs and Af-
signs,

signs, or of any other Person or Persons, claiming or to claim, by, from or under him. *And* the said E. G. for himself, his Executors and Assigns, doth covenant to and with the said J. S. his Executors, Administrators and Assigns, that he the said J. S. his Executors, Administrators and Assigns, shall and may, by and under the yearly Rent and Covenants herein reserved and contained, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Messuage or Tenement, and Premises above-mentioned, with the Appurtenances, for and during the said Term hereby granted, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the said E. G. his Heirs and Assigns, or of any other Person or Persons claiming or to claim, by, from or under him. (The like Covenant from G. T. to J. S.) *In Witness, &c.*

In this Lease the Rent might be divided and reserved separately; and separate Covenants for Payment by the Lessee to the several Lessors.

A Lease for Ninety nine Years, if three Lives live so long.

This Indenture, made, &c. Between A. B. of, &c. Esq; of the one Part, and C.D. of, &c. of the other Part; *Witnesseth*, That the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said C. D. at and before the sealing and delivery of these Presents, the Receipt whereof he the said A. B. doth hereby acknowledge, &c. *Hath* demised; granted, and to Farm letten, and by these Presents doth demise, &c. unto the said C. D. All

that Messuage or Tenement, &c. with all Houses, Outhouses, Ways, Waters and Appurtenances, &c. (except all Timber Trees now standing, growing or being, or which shall hereafter stand, &c. in or upon the said Premises, or any Part thereof, with Liberty for the said A. B. his, &c. to fell, cut down, take and carry away the same, at all seasonable Times;) *To have and to hold the said Messuage or Tenement, and Premises above-mentioned, and every Part thereof, with the Appurtenances (except before excepted) unto the said C. D. his Executors, Administrators and Assigns, from, &c. for and during, and unto the full End and Term of Fourscore and nineteen Years from thence next ensuing, and fully to be compleat and ended, if he the said C. D. A. D. and E. D. or any or either of them shall so long happen to live; Yielding and Paying therefore yearly, during the said Term, unto the said A. B. his Heirs and Assigns, the Rent of, &c. And also yielding and paying at and upon the Death or Decease of the said C. D. the best Beast, or Goods, or the Sum of, &c. for and in the Name of an Heriot; And also at and upon the Death or Decease of the said A. D. (he dying after the said C. D.) the best Beast, &c. And also at and upon the Death of the said E. D. &c. And doing Suit and Service to and at all and every the Court and Courts of the said A. B. his Heirs and Assigns, to be from Time to Time, during the said Term, holden in and for the Manor of, &c. aforesaid, and there be ordered and justified in all Things, as other the Tenants of the said A. B. are, or ought to be. And if it shall happen the said yearly Rent of, &c. or Sums of Money reserved for Heriots, or any Part thereof,*

thereof, to be behind and unpaid by the Space of 21 Days next after either of the said Feasts, or Days of Payment on which the same ought to be paid as aforesaid, (being lawfully demanded) and no sufficient Distress or Distresses in or upon the said Premisses can or may be found, whereby the same may be levied, that then and from thenceforth it shall and may be lawful to and for the said A. B. his Heirs and Assigns, into the said Messuage or Tenement, and Premisses hereby demised, with the Appurtenances, to re-enter, and the same to have again, re-possess and enjoy, as in his or their former Right and Estate, any Thing herein contained to the contrary notwithstanding. *And* the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, that he the said C. D. his, &c. shall and will well and truly pay, or cause to be paid unto the said A. B. his, &c. the said yearly Rent and Heriots above reserved, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents. *And also*, That he the said C. D. his, &c. at his and their own proper Costs and Charges, shall and will from Time to Time, and at all Times during the said Term hereby granted, well and sufficiently repair, maintain, sustain, uphold, amend and keep the said Messuage or Tenement, and Premisses hereby demised, and every Part and Parcel thereof, with the Appurtenances, in and with all Manner of needful and necessary Reparations whatsoever, when and as often as need shall require, and the same so well and sufficiently repaired, maintained, sustained, upheld and

and kept, at the End, Expiration, or other Determination of the said Term hereby granted, unto the said A. B. his Heirs and Assigns, shall and will peaceably and quietly leave and yield up. *And* the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors, &c. by these Presents, That (by and under the yearly Rents, Heriots, Covenants and Agreements before in these Presents mentioned and contained) he the said C. D. his, &c. shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances (except before excepted) for and during the said Term hereby granted, without any Interruption or Denial of the said A. B. his, &c. or of any other Person or Persons whatsoever lawfully claiming or to claim, any Right, Title or Interest from, by or under him, them, or any or either of them. *In Witness, &c.*

A Lease of a Manor for 21 Years, to raise Money to pay off Incumbrances.

THis Indenture, made, &c. Between the most Noble H. Duke of N. of, &c. of the one Part, and N. F. of, &c. Esq; of the other Part; *Witnesseth*, That the said H. Duke of N. for and in Consideration of the Sum of 5000 l. of, &c. to him in Hand paid by the said N. F. at and before the Sealing and Delivery of these Presents, the Receipt whereof the said Duke doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit and discharge the said N. F. his Executors and Administrators, by these

these Presents, *Hath* demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said N. F. *All* that the Manor of, &c. in, &c. with the Rights, Members and Appurtenances, and all that the Capital Messuage or Mansion house, commonly called or known by the Name of, &c. House, with the Court-yards, Orchards, Gardens, Out-houses, and Buildings thereunto belonging, situate and being in, &c. and all and singular the Messuages, Lands, Houses, Buildings, Yards, Courts, Curtilages, Gardens, Orchards, Mills, Chases, Warrens, Closes, Lands, Tenements, Meadows, Pastures, Feedings, Marshes, Marsh-Grounds, Commons and Common of Pasture, Woods, Underwoods, and other Hereditaments whatsoever, to the said Manor of, &c. belonging, or in any wise appertaining, or reputed or taken as Part or Parcel thereof; *To have and to hold* the said Manor, and all and singular other the Premisses hereby demised or mentioned, or intended to be demised, and every Part and Parcel thereof, with the Appurtenances, to the said N. F. his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during, and unto the full End and Term of 21 Years, from thence next ensuing, and fully to be compleat and ended; *ielding and paying* therefore yearly and every Year, during the said Term hereby granted, the yearly Rent of one Pepper Corn on the Feast-Day of, &c. (if the same be lawfully demanded.) *And* the said H. Duke of N. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said N. F. his Executors and Administrators by these Presents, That he the said Duke now is, and

standeth lawfully and rightfully seized of and in the said Manor, Messuagea, Lands, Tenements, Hereditaments and Premisses above-mentioned, of an absolute Estate in Fee-Simple, without any Condition or Trust, to alter, determine or incumber the said Estate. *And that he* hath good right, full Power, lawful and absolute Authority to demise and grant the same, and every Part thereof to the said N. F. in Manner aforesaid, according to the true Intent and Meaning of these Presents. *And that he* the said N. F. his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold, possess and enjoy the said Manor, and all and singular other the Premisses, for and during all the said Term hereby demised, without the Let, Trouble or Disturbance of the said Duke, his Heirs or Assigns: *And that free and clear, and freely and clearly acquitted and discharged of and from all former and other Gifts, Grants, Leases, Bargains, Sales, Judgments, Statutes, Recognizances, Executions, Extents, Seizures, Forfeitures, Estates, Titles, Troubles and Incumbrances whatsoever.* *And further,* That he the said Duke, and his Assigns, shall and will, at any Time, during the Term hereby granted, at the Request, Costs and Charges in the Law of the said N. F. his Executors, Administrators and Assigns, make, do and execute such further Act and Acts, Thing and Things, Assurance and Assurances whatsoever, for the further confirming of the Term hereby granted unto the said N. F. his, &c. as by his or their Council learned in the Law shall be reasonably devised, advised or required. *In Witness,* &c.

A Lease

A Lease of Lands in Berbadoes.

THIS INDENTURE, made, &c. Between B. G. of
&c. of the one Part, and W. L. of, &c.
of the other Part; Witnesseth, That the said
B. G. for in Consideration of the Rent and Co-
venants herein after reserved and contained,
which on the Part and Behalf of the said W. L.
his Executors and Administrators, are and ought
to be paid and performed, Hath demised, grant-
ed, and to Farm letten, and by these Presents
doth demise, &c. unto the said W. L. All that
his Share, Part and Portions of Land, contain-
ing, &c. situate and being in, &c. as the same
was lately and now is separated and divided
from other Lands, inhabited by the English
Merchants and Planters, or their Assigns, and
allotted unto the said B. G. for his Share of
his Adventure with the Company of the said
Islands, and now, or late in the Tenure or Occu-
pation of, &c. or his Assigns, together with
free Ingress, Egress and Regress to and for the
said W. L. his Executors, Servants and Assigns,
by and through, &c. at all convenient Times,
and by all fitting and convenient Ways, to fetch
Water from the Springs and Rivulets thereto
adjoining, as Need shall require; To have and
to hold the said Share of Land, and all and sin-
gular other the Premises, and every Part and
Parcel thereof, with the Appurtenances, unto
the said W. L. his Executors, Administrators
and Assigns, for and during the Term of seven
Years, and fully to be compleat and ended:
Tielding and paying therefore yearly, and every
Year, during the said Term, unto the said B. G.
his Heirs and Assigns, the Moiety or one half
Part

Part of all the Profits and Gains whatsoever which shall yearly be made or raised by, or by Means of the digging, setting, planting, sowing, manuring and employing the said Lands and Premises above mentioned, and every or any Part thereof, or by any other Ways or Means whatsoever, the same to be yearly, and every year once, or oftner (as Shipping may be conveniently had) sent into *England*, to and for the Use of the said B. G. his Heirs and Assigns, for and in full Satisfaction and Payment of all Manner of Rents whatsoever. *And* the said W. L. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said B. G. his Heirs and Assigns, by these Presents, that he the said W. L. shall and will once in every Year yearly, or oftner, during the said Term hereby granted, and as Shipping may be conveniently had, as aforesaid, make and send unto the said B. G. his Heirs and Assigns, a true and just Accompt how the Lands and Premises hereby demised have; (until that Time) been employed and used: *And* also with the same Accompt shall and will send and deliver, or cause to be delivered unto, and for the Use of the said B. G. his Heirs and Assigns, at the City of, &c. the said Moiety, or one half Part of all the Increase, Profit and Gains above, by these Presents reserved, which shall happen to be made or arise by Means of the husbanding and employing of the said Lands and Premises hereby demised. *And also*, &c. (a Covenant that the Lessee, in good Order of Husbandry, according to the Custom of the Country there used, shall set, sow, plant and employ the Premises to the best Advantage: A Covenant that the Lessee shall not demise

demise to any Person during the Term, without Licence, nor make any Spoil of the Cedar, Timber, Trees, &c. A Covenant for Reparations, and quiet enjoying: *Proviso*, to re-enter on Non-payment of Rent, or Non-performance of Covenants, &c.) *In Witness*, &c.

A Lease of a Mill.

This Indenture, made, &c. Between A. B. of &c. of the one Part, and C. D. of, &c. of the other Part; *Witnesseth*, That the said A. B. for and in Consideration of the yearly Rent and Covenants herein after reserved and contained, which on the Part and Behalf of the said C. D. his Executors and Administrators, are and ought to be paid, observed and performed, *Hath* demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said C. D. All that his Water Gritt-Mill, called or known by the Name of, &c. situate and being in, &c. in the Tenure of, &c. or his Assigns, and the Ground whereupon the said Mill doth stand, containing, &c. (be it more or less;) And also all Toll, Custom and Profit for grinding of Corn and Grain whatsoever: And all and singular Head-Wares and Mill-Ponds; and all Mill-Pools, Mill-Dams, Stanks, Banks, Pond-Streams, Waters, Water-courses, Rivers, Fishings, Fishing places, Ways, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Mill, and other the Premises, by these Presents demised and granted, or any of them, or to any Part or Parcel thereof incident, belonging or appertaining, or to or with the same, now or at any Time heretofore let,

let, used, occupied or enjoyed. *To have and to hold* the said Mill, Toll, Custom, and all and singular other the Premises hereby granted, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of seven Years, and fully to be compleat and ended. *Yielding and paying* therefore yearly, during the said Term, unto the said A. B. his Heirs and Assigns, the yearly Rent of, &c. in and upon, &c. by even and equal Portions. *And if it shall happen* the said yearly Rent above reserved, or any Part thereof, to be behind and unpaid, in Part or in all, by the Space of 21 Days next after any or either of the said Days appointed for Payment thereof, then and from thenceforth it shall and may be lawful to and for the said A. B. his Heirs or Assigns, into the said Mill and Premises, or any Part thereof, in the Name of the whole to re-enter, and the same to have again, re-possess and enjoy, as in his and their first and former Estate or Estates, any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, that he the said C. D. his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid unto the said A. B. his Heirs or Assigns, the said yearly Rent above reserved, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents. *And* he the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, that he the said C. D. his Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid unto the said A. B. his Heirs or Assigns, the said yearly Rent above reserved, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents.

ministrators and Assigns, shall and may, by and under the yearly Rent and Covenants herein reserved and contained, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Mill and Premises above-mentioned, with the Appurtenances, for and during the said Term hereby granted, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the said A. B. his Heirs and Assigns, or of any other Person or Persons claiming or to claim, by, from or under him. *In Witness, &c.*

A Lease of a Rectory, or Parsonage

THIS INDENTURE, made, &c. Between the Right Honourable T. Lord A. Baron of, &c. of the one Part, and P. S. of, &c. of the other Part. *Witnesseth*, That the said Lord A. for and in Consideration of the yearly Rents and Covenants herein after mentioned, on the Tenant's or Lessee's Part, to be paid and performed, *Hath* demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said P. S. *All* that the Rectory or Parsonage of, &c. with all and singular Tythes, Tents, Glebe Lands, reserved Rents, Houses, Profits, Commodities and Advantages whatsoever, arising, growing or renewing from and out of the said Rectory or Parsonage, or to the said Rectory or Parsonage belonging, or in any wise appertaining, or therewith formerly held and enjoyed, as Part, Parcel or Member thereof, with their and every of their Appurtenances. *To have and to hold* the said Rectory or Parsonage, Tythes, Tents, Glebe Lands, Rents and Profits, with their and every of their Appurtenances,

ces unto the said P. S. his Executors, Administrators and Assigns, from, &c. for and during, and unto the full End and Term of 21 Years, from thence next ensuing, and fully to be compleat and ended. *Yielding and paying therefore yearly, and every Year during the said Term, unto the said Lord A. his Heirs and Assigns, the yearly Rent or Sum of 100 l. of, &c. at the two most usual Feasts, or Days of Payment in the Year;* (that is to say) the Feast of St. Michael the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions, the first Payment thereof to begin and to be made at the Feast of St. Michael the Archangel next ensuing the Date of these Presents. *And if it shall happen the said yearly Rent of 100 l. to be behind and unpaid, in Part, or in the Whole, by the Space of 28 Days next after either of the said Feast Days, on which the same ought to be paid as aforesaid, being lawfully demanded and not paid, and no sufficient Distress or Distresses in or upon the said Premisses, may or can be found, whereby the same may be levied, that then and from thenceforth it shall and may be lawful to and for the said Lord A. his Heirs and Assigns, into the before demised Premisses, and into every Part and Parcel thereof, with the Appurtenances, wholly, or into any Part thereof, in the Name of the Whole, to re-enter, and the same to have again, repossess and enjoy, as in his and their former Right and Estate; and the said P. S. his Executors, Administrators and Assigns, and every of them from and out of the same, from thenceforth utterly to expel, amove and put out, any Thing herein contained to the contrary thereof in any wise notwithstanding.* *And the*

he said P. S. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said T. Lord A. his Heirs and Assigns, by these Presents, that he the said P. S. his Executors, Administrators or Assigns, or some or one of them, shall and will from Time to Time, and at all Times, during the said Term of 21 Years hereby granted, well and truly pay or cause to be paid unto the said Lord A. his Heirs and Assigns, the said yearly Rent or Sum of 100*l.* herein before reserved, at the Days and Times before limited and appointed for the Payment thereof, according to the true Intent and Meaning of these Presents. *And the* said T. Lord A. for himself, his Heirs and Assigns, doth covenant, promise and grant to and with the said P. S. his Executors, Administrators and Assigns, by these Presents, That he the said Lord A. his Heirs and Assigns, shall and will from Time to Time, and at all Times during the said Term hereby granted, pay, bear and discharge, or deduct and allow unto the said P. S. his Executors, Administrators and Assigns, out of the Rent herein before reserved, *All* and all Manner of Duties, Payments and Taxations whatsoever, as well ordinary as extraordinary, which by Reason of any Act of Parliament, or otherwise howsoever, shall be legally charged upon or payable out of or in Respect of the said Premises, or any Part thereof. *And also,* That it shall and may be lawful to and for the said P. S. his Executors, Administrators and Assigns, (for and under the Rent and Covenants herein reserved and contained) peacefully and quietly to have, hold, use, occupy, possess and enjoy the said Rectory or Parsonage, and all other the Premises hereby demised, and every

every Part and Parcel thereof, with the Appurtenances, for and during the said Term of 21 Years hereby granted, without the lawful Let, Trouble, Interruption, Hindrance or Denial of him the said Lord A. his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under him, them or any of them. (Proviso that P. S. may leave the Premisses at the End of seven Years, on giving Notice.) *In Witness, &c.*

A Lease from a Bishop, of Church Lands.

This Indenture made, &c. Between the Right Reverend Father in God G. by Divine Providence Lord Bishop of, &c. of the one Part, and T. B. of, &c. of the other Part; *Witnesseth*, that the said Reverend Father, for and in Consideration of a competent Sum of Money to him in Hand paid by the said T. B. the Receipt whereof the said Reverend Father doth hereby confess and acknowledge; and for divers other good Causes and Considerations the said Reverend Father in this Behalf especially moving, he the said Reverend Father *bath* demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said T. B. *All* that Measuring or Tenement, &c. *Excepting*, and always reserving out of this present Demise and Grant, unto the said Reverend Father, his Successors and Assigns, *all* Timber Trees, and Trees likely to be Timber, now standing, growing or being, or which at any Time during the Term hereby granted, shall stand, grow, or be, in or upon the said demised Premisses, or any Part thereof; *To have and to hold* the said Measuring or Tenement, and *all* and singular other the Premisses

Premisses hereby demised, and every Part and Parcel thereof, with the Appurtenances (except before excepted) unto the said T. B. his Executors, Administrators and Assigns, for and during the Term of 21 Years next immediately ensuing and following, fully to be compleat and ended. Yielding and paying therefore yearly, during the said Term, unto the said Reverend Father, and his Successors, at or in the Mansion-house of the said Reverend Father, situate and being in, &c. known by the Name of the Bishop's Palace there, the yearly Rent of 20*l.* of, &c. at two of the most usual Feasts or Terms in the Year; (that is to say) the Feast of the Annunciation of the Blessed Virgin *Mary*, and St. *Michael* the Archangel, by even and equal Portions. Provided always, and the said T. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said Reverend Father, and his Successors, that if the said yearly Rent of 20*l.* or any Part thereof, shall be behind and unpaid in Part or in all, at or after either of the Feasts aforesaid, on which it ought to be paid, by the Space of forty Days, that then and from thenceforth it shall and may be lawful to and for the said Reverend Father, his Successors and Assigns, into the said demised Premisses, and into every or any Part thereof, to enter and distrain, and the Distress and Distresses there taken, to lead, drive, carry away and impound, and the same to detain and keep until the said Rent and every Part thereof, with the Arrears, (if any be) unto the said Reverend Father, and his Successors, and every of them, shall be fully satisfied, contented and paid. And the said Reverend Father, for himself, and his Successors, doth covenant and grant to and

with the said T. B. his Executors, Administrators and Assigns, that the said T. B. his Executors, Administrators and Assigns, during the Continuance of this present Lease, shall and may peaceably and quietly have, hold and enjoy the said demised Premises, and every Part thereof, with the Appurtenances, (except before excepted) without the Let, Disturbance or Eviction of the said Reverend Father, his Successors or Assigns, or of any other Person or Persons whatsoever, by his or their Means or Procurement. *In Witness, &c.*

A Lease of Tithes.

THis Indenture made, &c. Between A. B. Rector of the Parish of, &c. of the one Part, and C. D. of, &c. of the other Part. *Witnesseth*, That the said A. B. for and in Consideration of the Rent herein after reserved, *Hath* demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said C. D. his Executors, Administrators and Assigns, *All* and all manner of Tithes of Corn, Grain, Hay and Herbage, yearly growing, increasing or happening within the Parish of &c. and the Profits thereof belonging to the Parsonage or Rectory there. *To have and to hold*, receive and take all and every the said Tithes and Premises, unto the said C. D. his Executors, Administrators and Assigns, from, &c. for and during and unto the full End and Term of, &c. Years, from thence next ensuing, and fully to be compleat and ended, if he the said A. B. shall so long continue Rector of the said Parish of, &c. aforesaid, *Yielding* and paying therefore yearly and every Year during the said Term, unto the said A. B. and his Assigns, the Rent or Sum of 100*l.* of, &c. at and upon

upon the Days, &c. by even and equal Portions. *Provided* always, That if the said Rent of 100*l.* or any Part thereof, shall be behind and unpaid by the Space of 28 Days after the Days and Times appointed and limited for Payment thereof, then this present Demise, and every thing herein contained, shall cease, determine, and be void. *And* the said C. D. doth, for himself, his Executors, &c. covenant, promise and grant, to and with the said A. B. his Executors, &c. That he the said C. D. his, &c. shall and will from Time to Time and at all Times, during the Continuance of this Demise, well and truly pay the Rent aforesaid, at the Days and Times aforesaid, appointed for Payment thereof. And also shall and will pay and discharge all manner of Taxes which shall be imposed upon the said dimised Premises, or in respect thereof. And the said A. B. for himself, his Executors, &c. doth covenant, promise and grant, to and with the said C. D. his Executors, &c. That for and under the Rents and Covenants herein before reserved and contained on the Part of the said C. D. his Executors, &c. to be paid and performed, He the said C. D. his, &c. shall and may have, hold and enjoy the Tithes and Premises aforesaid, and every Part thereof, during the said Term hereby granted as aforesaid, without any Let, Trouble, Molestation, Interruption or Denial of him the said A. B. or his Assigns, or any other Person or Persons claiming by, from or under him. *In Witness,* &c.

A Lease of a Fishery.

THIS INDENTURE made, &c. Between A. B. of, &c. of the one Part, and C.D. of &c. of the other Part. *Witnesseth*, That the said A. B. for and in Consideration of the yearly Rent and Covenants hereinafter mentioned, *Hath* demised, granted, and to Farin let, and by these Presents doth, &c. unto the said C. D. *All* that the Fishery and Liberty of Fishing in the River of, &c. and also all Profits, Benefits and Advantages whatsoever, to the said Fishery belonging or appertaining, *To have and to hold* the said Fishery and Liberty of Fishing, with its Appurtenances, unto the said C.D. his Executors, Administrators and Assigns, from, &c. for and during, and unto the full End and Term of seven Years, from thence next ensuing and fully to be compleat and ended. *Tielding* and paying therefore yearly and every Year during the said Term, unto the said A. B. his Heirs and Assigns, the Rent or Sum of Twenty Pounds, of, &c. at the two most usual Feasts or Terms in the Year, (that is to say) the Feast of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, by even and equal Portions. *And* the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said A. B. his Heirs and Assigns, that he the said C. D. his, &c. shall and will, during the said Term, well and truly pay or cause to be paid unto the said A. B. his Heirs and Assigns, the said yearly Rent of, &c. at the Days and Times above limited for Payment thereof, without any Deduction whatsoever. *Provided* always, that if the said yearly

ly Rent, or any Part thereof, shall be behind and unpaid, in part or in all, by the Space of, &c. Days, next after any of the said Feast Days above-mentioned for Payment thereof during the said Term, that then and from thenceforth it shall and may be lawful for the said A. B. his Heirs or Assigns, to avoid the Lease hereby made, and enjoy the Premisses above-mentioned to be granted, as in his and their former Estates and Estates. *And* the said A. B. for himself and his Heirs, doth covenant, promise and grant, to and with the said C. D. his Executors, Administrators and Assigns, That he the said C. D. his, &c. paying the said yearly Rent, and performing the Covenants on his Part and Behalf to be performed and kept, shall and may from Time to Time and at all Times hereafter during the said Term hereby granted, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the said Fishery and Premisses hereby demised, and every Part thereof, without the Let, Suit, Trouble, Eviction or Disturbance of him the said A. B. his Heirs or Assigns, or of any other Person or Persons whatsoever, claiming or to claim by, from or under him, them or any of them, or by his, their or any of their Acts, Means or Procurement. *In Witness, &c.*

A Lease of Lands in Trust for the Payment of Debts.

THis Indenture made, &c. Between Sir J. R. of, &c. Knt. of the one Part, and A. B. of, &c. and E. D. of, &c. of the other Part: *Witnesseth*, that the said Sir J. R. for a Provision for Payment of the Debts by him now owing, and for and in Consideration of the Sum of 5*s.* to him in Hand paid by the said A. B. and E. D.

Hath demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said A. B. and E. D. their Executors, Administrators and Assigns, all that the Manor of, &c. and &c. To have and to hold the said Manor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premisses above-mentioned, with their Appurtenances, unto the said A. B. and E. D. their Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during the Term of 31 Years, from thenceforth next ensuing, and fully to be compleat and ended: Upon special Trust and Confidence nevertheless, and to the Intent and Purpose that they the said A. B. and E. D. their Executors, Administrators and Assigns, shall, by, with and out of the Rents, Issues and Profits of the said Premisses, pay and satisfy all the Debts of the said Sir J. R. which he now doth owe to any Person or Persons whatsoever, with usual Interest for all the said Debts respectively 'till the Time of Payment thereof. And upon the special Trust and Confidence also; and to the Intent and Purpose, that after all the said Debts shall be fully paid and satisfy'd, they the said A. B. and E. D. their Executors, Administrators and Assigns, shall give up and surrender the said Manor, &c. hereby demised or mentioned to be demised unto such Person or Persons who shall have the next and immediate Estate therein, capable to accept of a Surrender, to the Intent that the same Term may be drowned and extinguished. And also shall pay all such Overplus of Money (if any shall be) as shall then remain in their Hands of the Money by them levied and received out of the Rents, Issues and Profits of the said Manor, Lands and Premisses unto

unto the said Sir J. R. his Heirs or Assigns. *In Witness, &c.*

A Lease of this Nature may be made in Trust to pay Childrens Portions, &c.

A Lease made as a Security to the Lessee against a Bond by him entered into with the Lessor for Payment of an Annuity.

This Indenture made, &c. Between J. S. of, &c. of the one Part, and R. D. of, &c. of the other Part: Whereas the said J. S. by Virtus of divers Conveyances and Assurances in the Law is and standeth lawfully possessed of and interested in the Messuage, &c. herein after mentioned, for the Remainder of a certain Term of, &c. And whereas the said R. D. at the special Instance and Request, and for the only Debt, Duty and Cause of the said J. S. together with him, is by one Obligation, bearing Date, &c. held and firmly bound unto F. G. of, &c. in the penal Sum of, &c. with Condition there under written to the Effect following; (that is to say) that if, &c. [Here recite at large the Condition for Payment of the Annuity to F. G.] then the said recited Obligation, and the Condition thereof (Relation being thereunto had) more at large may appear. Now this Indenture witnesseth, that for the securing, indemnifying and saving harmless the said R. D. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels of and from all Costs, Damages and Expences that shall or may happen unto him or them, for or by Reason or Means of his entring into the said recited Obligation aforesaid; and for and in Consideration of

the Sum of 5 s. of, &c. to the said J. S. in Hand paid by the said R. D. the Receipt whereof is hereby acknowledged, he the said J. S. *hath* demised, granted, bargained, sold, and to Farm, letten, and by these Presents doth demise, &c. all that Messuage, &c. *To have and to hold* the said Messuage and Tenement, and all and singular other the Premisses, with the Appurtenances, unto the said R. D. his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during the Term of 79 Years, from thence next ensuing, and fully to be compleat and ended, if, &c. or any or either of them shall happen so long to live. *Tielding and paying* therefore yearly, during the said Term, unto the said J. S. his Executors, Administrators and Assigns, the Rent or Sum of one Penny on the Feast of, &c. (if demanded :) *Provided always*, and upon Condition nevertheless, that if the said J. S. his Heirs, Executors, Administrators and Assigns, or any of them, shall well and truly acquit, discharge, save harmless and indemnify the said R. D. his Heirs, Executors and Administrators, and every of them, against the said F. G. his Executors, Administrators and Assigns, of, from and in Respect of the above-recited Obligation, so entred into as aforesaid; and of and from all and all manner of Sums of Money, Debts, Penalties and Forfeitures, contained in the same; or that shall or may in any wise be or arise against the said R. D. his Heirs, Executors or Administrators, or against his or their Lands, Tenements, Goods or Chattels, or any or either of them, for or by Reason of the said Security or Bond, so entred into by him as aforesaid, that then this present Indenture,

ure, and the Estate and Term hereby granted, and every Thing herein contained shall cease, determine, and be void, to all Intents and Purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said J. S. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said R. D. his Heirs, Executors and Administrators, by these Presents, that he the said J. S. his Heirs, Executors and Administrators, or some of them, shall and will well and truly acquit, discharge, save harmless and indemnify the said R. D. his Heirs, Executors and Administrators, and every of them against the said F. G. his Executors, Administrators and Assigns, of, from and in respect of the said Obligation or Bond so entred into as aforesaid; and of and from all and all Manner of Sums of Money, Debts, Penalties and Forfeitures, contained in the same; or that shall or may in any wise be or arise against the said R. D. his Heirs, Executors or Administrators, or against his or their Lands, Tenements, Goods or Chattels, or any or either of them, for or by Reason of the said Security or Bond so entred into by him as aforesaid, according to the true Intent and Meaning of these Presents. *And* the said J. S. for himself, his Heirs, Executors and Administrators, doth further covenant, promise and grant to and with the said R. D. his Executors and Administrators, in Manner following; (that is to say) that if the said R. D. his Heirs, Executors or Administrators, or any or either of them, shall be sued or molested upon or by Reason of the said recited Bond, so by him entred into as aforesaid, then the said

R. D.

R. D. his Executors, Administrators and Assigns, or any of them, shall and may at all Times, after such Suit and Molestation, lawfully, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage, Tenement and Premises, hereby demised, and every Part thereof, with the Appurtenances, and receive and take the Rents, Issues and Profits of the same, to his and their own Use and Uses, during the Term aforesaid, without any Let, Suit, Trouble, Denial, Interruption or Disturbance of the said J. S. or any other Person or Persons whatsoever. *And that free and clear of and from all former and other Leases, Gifts, Grants, Rents, Arrearages of Rents, Judgments, Executions, Recognizances, Estates, Titles, Troubles, Charges and Incumbrances whatsoever.* *And also,* that if the said R. D. his Heirs, Executors or Administrators, shall be sued or molested, upon or by Reason of the said recited Bond by him entred into as aforesaid, then the said J. S. and all and every other Person or Persons whatsoever, having or claiming, or that shall or may have or claim the said Premises, or any Part thereof, or any Estate or Interest therein or thereunto, shall and will from Time to Time, and at all Times, after such Suit or Molestation, at and upon the Request of the said R. D. his Heirs, Executors or Administrators, and at the Costs and Charges in the Law of the said J. S. his Executors, Administrators or Assigns, make, do and execute, or cause and procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Deed and Deeds, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect and

and absolute granting and assuring of all and singular the said Messuage, &c. with the Appurtenances, clear of all Equity of Redemption, unto the said R. D. his Executors, Administrators and Assigns, as by him the said R. D. his Heirs, Executors, Administrators or Assigns, or his or their Council learned in the Law, shall be reasonably devised, advised and required.

And lastly, it is hereby covenanted, concluded and agreed upon, by and between the said Parties to these Presents, that (until such Time as the said R. D. his Heirs, Executors or Administrators, shall be sued or molested, upon or by Reason of the said recited Bond by him entred into as aforesaid) it shall and may be lawful to and for the said J. S. his Executors, Administrators and Assigns, peaceably and quietly to have, hold and enjoy all and singular the said Messuage, &c. with the Appurtenances, and to receive and take the Rents, Issues and Profits thereof, to his and their own Use and Benefit, any Thing herein contained to the contrary notwithstanding. *In Witness,* &c.

Settle.

Settlements of Leases, and Personal Estates, and also of Annuities, Money in Funds, &c.

Articles of Marriage to place the Wife's Fortune out at Interest, in lieu of a Settlement, &c.

Articles of Agreement Tripartite indented, made, concluded and agreed upon this, &c. Between B. N. of, &c. of the first Part, N. M. of, &c. of the second Part, and A. G. of, &c. and E. G. of, &c. of the third Part.

I *Mprimis*, Whereas there is a Marriage intended (by God's Permission) shortly to be had and solemnized between the said B.N. and B.M. Spinster, Daughter of the said N.M. with whom the said B. N. is to have and receive the Sum of 800*l.* as and for a Marriage Portion: *But* forasmuch as the said B. N. is not as yet seized or possessed of any real Estate, whereby to make the said B. a competent Jointure and Settlement, equivalent to her Fortune: *It is therefore covenanted, agreed and declared, by and between the said Parties to these Presents, in Manner and Form following. (viz.)*

1st, The said N. M. for himself, his Executors and Administrators, doth covenant, promise and grant, to and with the said B. N. his Executors and Administrators, that he the said N. M. his Executors or Administrators, shall and will within three Months next after the Solemnization

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tion of the said intended Marriage between the said B. and B. M. pay and deposite into the Hands of the said A. G. and E. G. the Sum of 800*l.* being the full Portion agreed to be given in Marriage with her, which said Sum of 800*l.* is hereby agreed by and between the said Parties, shall and may from Time to Time be put out at Interest on the best Security or Securities that can be gotten therefore, in the Name of the said A. G. and E. G. by and with the Consent and Approbation of the said B. N. and the Interest thereof shall and ought from Time to Time to be paid to and received by the said B. N. during his Life; and after his Death by the said B. during her Life; and after the Deceases of them the said B. N. and B. his intended Wife, then the said Sum of 800*l.* shall and ought to be paid to and amongst such Child or Children of the said B. by the said B. N. her intended Husband to be begotten, by such Proportions, and in such Manner and Form as they the said B. N. and B. his intended Wife, or the Survivor of them, shall by any Deed or Deeds, Writing or Writings, by them or the Survivor of them, to be sealed and executed in the Presence of two or more credible Witnesses, direct and appoint; and for Default of such Direction and Appointment, then to be equally divided amongst all and every such Child or Children, Share and Share alike. *And* if there shall happen to be no such Child or Children of the said B. by the said B. N. to be begotten, then the Sum of 300*l.* Part of the said Sum of 800*l.* shall and ought to be paid to the said N. M. his Executors and Administrators; and the remaining 500*l.* to the said B. N. his Executors and Administrators.

2dly,

2dly, Item, Provided always, and it is hereby further agreed and declared by and between the said Parties to these Presents, That in Case the said B. N. shall at any Time during his natural Life, be minded and desirous to call in the said ~~800l.~~ or any Part thereof, and to invest the same in his Trade, or to lay out the same in a Purchase of any Lands, Tenements or Hereditaments; and shall procure the Consent of the said B. his intended Wife, and of the said N.M. her Father, during their joint Lives, or of the Survivor of them, after the Death of either of them, for so doing, to be declared in Writing under both their Hands and Seals, during their joint Lives, or under the Hand and Seal of the Survivor of them, after the Death of one of them, that then and in such Case it shall and may be lawful to and for the said N. M. A. G. and E. G. and the Survivors of them, and the Executors and Administrators of such Survivor, to call in the said ~~800l.~~ and to pay the same to the said B. N. who may either invest the same in the Trade which he the said B. N. now doth or shall use, or to lay out the same in the Purchase of any Lands, Tenements or Hereditaments, to be settled on the said B. and the Issue of her Body, by the said B. N. to be begotten, as by the Purport of such Writing, so to be sealed and executed as aforesaid, shall be declared, agreed and directed, concerning the same.

3dly, Item, It is hereby further covenanted, agreed and declared, by and between the said Parties to these Presents, That the said A. G. and E. G. their Executors or Administrators, shall not be chargeable with, or liable to make good any bad Debt or Debts that shall or may happen by any insufficient Security or Securities.

And

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And further, that each of them shall be accountable for no more than what shall actually come to each of their Hands respectively, and not for the Receipts of each other. And that it shall and may be lawful to and for the said A.G. and E.G. their Executors and Administrators, to have, take and receive out of the Premisses sufficient Money to reimburse themselves all Costs, Damages and Exences, which they or either of them shall expend, sustain or be put unto, in Relation to the Trust hereby in them reposed.

4tly, Item, The said B. N. in Consideration of the said intended Marriage and Marriage Portion, doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said N. M. his Heirs, Executors and Administrators, that he the said B. N. (in Case the said intended Marriage shall take Effect) shall and will either in his Life-time, with the approbation of the said N. M. and the said Trustees or the Survivor of them, lay out the Sum of 1000l. in a Purchase of Lands, Tenements or Hereditaments, in Fee-Simple, in the County of, &c. and settle the same as the Council of the said N. M. and the said Trustees or the Survivor of them shall advise, in such Manner as the same may be held and enjoyed by the said B. N. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and after his Decease, by the said B. his intended Wife, and her Assigns, for and during the Term of her natural Life: And after both their Deceases, by the Issues of their Bodies between them to be begotten, by such Portions, and in such Manner and Form, as they the said B. N. and B. his intended Wife, or the Survivor

Survivor of them, shall by any Deed or Deed Writing or Writings, by them or the Survivor of them, to be sealed and executed in the Presence of two or more credible Witnesses, direct or appoint: And in Default of making such Appointment, then by the Heirs of the said B. by the said B. N. to be begotten in such Manner as it shall not be in the Power of the said B. N. to defeat such Issue of the same; and in Default of such Issue, then by the right Heirs of the said B. N. for ever. Or, in Case the said B. N. shall fail in making such Purchase and Settlement as aforesaid, then that he the said B. N. shall and will leave at his Death the Sum of 1000*l.* or the full Value thereof, in Money, Goods and Chattels, to the said A. G. and E. G. and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor to be by them applied and disposed of in such Manner as the Profits thereof shall and may be enjoyed, received and taken by the said B. during her Life, and after her Death, by such Child and Children of her Body, by the said B. N. begotten, and in such Manner as the said B. N. and B. and the Survivor of them, by any Writing or Writings under both their Hands and Seals in their Life-time, or the Survivor of them, after the Death of either of them, under his or her Hand and Seal shall direct and appoint: And in Default of such Direction and Appointment, by all and every their Child and Children equally, Share and Share alike; and in Default of any such Child or Children, by the Executors and Administrators of the said B. N. *In Witness, &c.*

A Covenant

A Covenant to pay a large Sum of Money as an Additional Settlement, with Power for the Wife to Relinquish the Settlement, and receive Dower according to the Custom of the City of London.

THis Indenture Tripartite, made, &c. Between W. A. of, &c. of the first Part; B. A. of, &c. E. A. of, &c. and A. A. of, &c. of the second Part; and J. A. Spinster, Daughter of the said B. of the third Part. Whereas there is a Marriage intended (by God's Permission) shortly to be had and solemnized between the said W. A. and J. A. with whom the said W. A. is to have and receive the Sum of 6000 l. as a Marriage Portion. And whereas in and by certain Indentures of Lease and Release, the Lease bearing Date the Day before the Date hereof, and the Release bearing even Date herewith, and made between the same Persons as are Parties hereto; he the said W. A. in Consideration of the said Marriage and Marriage Portion, and for making a Jointure and Provision for the said J. in case the said Marriage should take Effect, and other Considerations therein mentioned; hath conveyed, settled and assured, All that Capital Messuage, &c. And also all, &c. situate, &c. with their and every of their Appurtenances, to the several Uses, Intents and Purposes therein and herein after mentioned; (that is to say) To the Use and Behoof of, &c. [Here set forth at large, the Uses to W. A. for Life, Remainder to J. for Life in Part of her Jointure, Remainder to their Heirs Males, Remainder to the right Heirs of W. A. with a Term of 500 Years to raise Daughters Portions.] And with and under such other Provisoes as in the said recited Indenture

of Release are contained, as in and by the said recited Indentures of Lease and Release may more fully appear. *And whereas* the Lands above-mentioned to be settled in and by the said recited Indentures, are not only insufficient in Value for the Jointure of the said J. but also insufficient for raising the Portions thereby intended for the Daughters of their Bodies begotten (in case there should be any). *This Indenture therefore witnesseth*, That the said W. A. in Consideration of the said Marriage and Marriage Portion above-mentioned, and for completing and making good the Deficiency of the said Settlement, *Hath* covenanted and granted, and by these Presents doth, for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said B. A. E. A. and A. A. their Heirs, Executors, Administrators and Assigns, That in case the said intended Marriage take Effect, and the said J. shall happen to survive the said W. A. or shall die in his Life-time, leaving any Issue of her Body by him begotten, that then and in such Case the Heirs, Executors or Administrators of him the said W. A. shall and will within three Months after his Decease well and truly pay, or cause to be paid unto the said B. A. E. A. and A. A. or to the Survivors or Survivor of them, or to the Executors or Administrators of such Survivor, the Sum of 2000*L* to be by them (with all convenient Speed) laid out in purchasing some Messuages, Lands or Hereditaments in Fee-Simple in the County of, &c. with the Approbation and good Liking of the said J. if living, otherwise as they shall think fit. Which Lands or Hereditaments, when purchased, shall and ought to be settled and assured, and are hereby agreed to be settled and assured, by the Advice

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Advice of good Counsel, to the several Uses, Intents and Purposes following; (that is to say). In case the said J. shall be then living, *To the Use and Behoof of the said J. and her Assigns, during the Term of her natural Life*: And after her Decease, or otherwise in case she shall be then dead, then immediately *To the Use and Behoof of the Heirs Male of the Body of her the said J.* by the said W. A. begotten; and for want of such Issue, *To the Use and Behoof of the said B. A. E. A. and A. A. their Executors and Administrators, for the Term of 500 Years*; but such Term is to be defeasible on Payment of such Portions and Maintenance to the Daughter or Daughters of the said W. A. on the said J. begotten, as by the said recited Indenture of Release is or are intended for them: and after the Expiration or other sooner Determination of the said Term, *To the Use and Behoof of the right Heirs of the said W. A. for ever*. *Provided always, and it is hereby agreed and declared by and between the said Parties to these Presents, That if it shall happen the said J. shall survive the said W. A. and shall be minded and desirous to relinquish the Settlement above recited, and likewise the Provision hereby made for her, and to take such Share of the said W. A.'s Estate, as she can or may be entitled unto by the Custom of the City of London; and of such her Mind and Desire shall give Notice in Writing, under her Hand and Seal, to the Heirs, Executors or Administrators of the said W. A. within six Months after his Decease, and within the Time aforesaid shall actually surrender her said Estate for Life in the Premisses aforesaid, and likewise the further Provision hereby made and intended for her Benefit: That then, and in such Case, it*

shall and may be lawful for her the said J. to demand, receive, take and enjoy such Part and Share of the said W. A's personal Estate as a Freeman's Wife of the City of London can or may be entitled unto, or ought to have or enjoy by the Custom of the said City; any Thing in these Presents, or in the said recited Indenture contained to the contrary notwithstanding. *In Witness, &c.*

A Settlement of a Leasehold Estate held for Ninety-nine Years, with Power of Limitation, &c.

This Indenture made, &c. Between J. B. of, &c. of the one Part; and J. S. of, &c. Sir J. S. of, &c. G. C. of, &c. and H. B. of, &c. of the other Part. Whereas the Right Honourable J. Earl of S. by his Indenture of Lease bearing Date, &c. for the Considerations therein mentioned, Hath demised and granted unto the said J. B. his Executors, Administrators and Assigns, All that Messuage, &c. To hold from the Day of the Date of the said Indenture, for and during, and unto the full End and Term of 99 Years, it &c. or any or either of them shall so long live, At and under the yearly Rent of, &c. as in and by the said Indenture more fully and at large doth appear. Now this Indenture witnesseth, That the said J. B. for and in Consideration of a Marriage intended to be had and solemnized between the said J. B. and the said J. S. and in Consideration of the Sum of, &c. being the Marriage Portion of the said J. S. and for making a competent Jointure unto the said J. S. (in case the said intended Marriage shall take Effect, and she shall happen to survive the said J. B.) and in Recompence and Discharge of all such Dower, and Title of Dower, as she may hereafter have or claim of, in, or out of any the Lands, Tenements

ments and Hereditaments, whereof the said J. B. now is, or shall or may be seized at at any Time during the Coverture between them: And for divers other good Causes and Considerations him thereunto moving, *He* the said J. B. by the Consent and Direction of the said J. S. testified by her being made a Party to, and signing and sealing of these Presents, *Hath* granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said Sir J. S. G. C. and H. B. *All* that the Messuage, &c. above-mentioned and contained in the said recited Indenture of Lease, with the Appurtenances, together with the said recited Indenture of Lease. *To have and to hold* the said Messuage, Tenement, and all other the Premises, with the Appurtenances, unto the said Sir J. S. G. C. and H. B. their Executors and Administrators, for and during all the Residue and Remainder of the said Term of 99 Years above recited, which is yet to come and unexpired, determinable as aforesaid, *At* and under the yearly Rents, Covenants Conditions and Agreements in the said recited Indenture of Lease mentioned and contained, *Upon* the Trusts, and to the several Uses, Intents and Purposes hereafter mentioned and declared; (that is to say) That they the said Sir J. S. G. C. and H. B. and the Survivors and Survivor of them, their Executors and Administrators, shall and will permit and suffer the said J. B. and his Assigns, to have, hold, possess and enjoy the said Messuage, Tenement and Premises, with the Appurtenances, and receive the Rents, Issues and Profits thereof, to his and their own Use and Benefit, for and during so many Years of the said Term of 99 Years as he shall happen to live. *And also* from and immediately after the Death of the

shall and may be lawful for her the said J. to demand, receive, take and enjoy such Part and Share of the said W. A's personal Estate as a Freeman's Wife of the City of London can or may be entitled unto, or ought to have or enjoy by the Custom of the said City; any Thing in these Presents, or in the said recited Indenture contained to the contrary notwithstanding. *In Witness, &c.*

A Settlement of a Leasehold Estate held for Ninety-nine Years, with Power of Limitation, &c.

This Indenture made, &c. Between J. B. of, &c. of the one Part; and J. S. of, &c. Sir J. S. of, &c. G. C. of, &c. and H. B. of, &c. of the other Part. Whereas the Right Honourable J. Earl of S. by his Indenture of Lease bearing Date, &c. for the Considerations therein mentioned, Hath demised and granted unto the said J. B. his Executors, Administrators and Assigns, All that Messuage, &c. To hold from the Day of the Date of the said Indenture, for and during, and unto the full End and Term of 99 Years, it &c. or any or either of them shall so long live, At and under the yearly Rent of, &c. as in and by the said Indenture more fully and at large doth appear. Now this Indenture witnesseth, That the said J. B. for and in Consideration of a Marriage intended to be had and solemnized between the said J. B. and the said J. S. and in Consideration of the Sum of, &c. being the Marriage Portion of the said J. S. and for making a competent Jointure unto the said J. S. (in case the said intended Marriage shall take Effect, and she shall happen to survive the said J. B.) and in Recompence and Discharge of all such Dower, and Title of Dower, as she may hereafter have or claim of, in, or out of any the Lands, Tenements

ments and Hereditaments, whereof the said J. B. now is, or shall or may be seized at at any Time during the Coverture between them: And for divers other good Causes and Considerations him thereunto moving, *He* the said J. B. by the Consent and Direction of the said J. S. testified by her being made a Party to, and signing and sealing of these Presents, *Hath* granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said Sir J. S. G. C. and H. B. *All* that the Messuage, &c. above mentioned and contained in the said recited Indenture of Lease, with the Appurtenances, together with the said recited Indenture of Lease. *To have and to hold* the said Messuage, Tenement, and all other the Premises, with the Appurtenances, unto the said Sir J. S. G. C. and H. B. their Executors and Administrators, for and during all the Residue and Remainder of the said Term of 99 Years above recited, which is yet to come and unexpired, determinable as aforesaid, *At* and under the yearly Rents, Covenants Conditions and Agreements in the said recited Indenture of Lease mentioned and contained, *Upon* the Trusts, and to the several Uses, Intents and Purposes hereafter mentioned and declared; (that is to say) That they the said Sir J. S. G. C. and H. B. and the Survivors and Survivor of them, their Executors and Administrators, shall and will permit and suffer the said J. B. and his Alijns, to have, hold, possess and enjoy the said Messuage, Tenement and Premises, with the Appurtenances, and receive the Rents, Issues and Profits thereof, to his and their own Use and Benefit, for and during so many Years of the said Term of 99 Years as he shall happen to live. *And also* from and immediately after the Death of the

shall and may be lawful for her the said J. to demand, receive, take and enjoy such Part and Share of the said W. A's personal Estate as a Free-man's Wife of the City of London can or may be entitled unto, or ought to have or enjoy by the Custom of the said City; any Thing in these Presents, or in the said recited Indenture contained to the contrary notwithstanding. *In Witness, &c.*

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ments and Hereditaments, whereof the said J. B. now is, or shall or may be seized at at any Time during the Coverture between them: And for divers other good Causes and Considerations him thereunto moving, *He* the said J. B. by the Consent and Direction of the said J. S. testified by her being made a Party to, and signing and sealing of these Presents, *Hath* granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said Sir J. S. G. C. and H. B. *All* that the Messuage, &c. above mentioned and contained in the said recited Indenture of Lease, with the Appurtenances, together with the said recited Indenture of Lease. *To have and to hold* the said Messuage, Tenement, and all other the Premisses, with the Appurtenances, unto the said Sir J. S. G. C. and H. B. their Executors and Administrators, for and during all the Residue and Remainder of the said Term of 99 Years above recited, which is yet to come and unexpired, determinable as aforesaid, *At* and under the yearly Rents, Covenants Conditions and Agreements in the said recited Indenture of Lease mentioned and contained, *Upon* the Trusts, and to the several Uses, Intents and Purposes hereafter mentioned and declared; (that is to say) That they the said Sir J. S. G. C. and H. B. and the Survivors and Survivor of them, their Executors and Administrators, shall and will permit and suffer the said J. B. and his Alii, to have, hold, possess and enjoy the said Messuage, Tenement and Premisses, with the Appurtenances, and receive the Rents, Issues and Profits thereof, to his and their own Use and Benefit, for and during so many Years of the said Term of 99 Years as he shall happen to live. *And also* from and immediately after the Death of the

shall and may be lawful for her the said J. to demand, receive, take and enjoy such Part and Share of the said W. A's personal Estate as a Freeman's Wife of the City of London can or may be entitled unto, or ought to have or enjoy by the Custom of the said City; any Thing in these Presents, or in the said recited Indenture contained to the contrary notwithstanding. *In Witness, &c.*

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nents and Hereditaments, whereof the said J. B. now is, or shall or may be seized at at any Time during the Coverture between them: And for divers other good Causes and Considerations him hereunto moving, *He* the said J. B. by the Consent and Direction of the said J. S. testified by her being made a Party to, and signing and sealing of these Presents, *Hath* granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said Sir J. S. G. C. and H. B. *All* that the Messuage, &c. above mentioned and contained in the said recited Indenture of Lease, with the Appurtenances, together with the said recited Indenture of Lease. *To have and to hold* the said Messuage, Tenement, and all other the Premises, with the Appurtenances, unto the said Sir J. S. G. C. and H. B. their Executors and Administrators, for and during all the Residue and Remainder of the said Term of 99 Years above recited, which is yet to come and unexpired, determinable as aforesaid, *At* and under the yearly Rents, Covenants Conditions and Agreements in the said recited Indenture of Lease mentioned and contained, *Upon* the Trusts, and to the several Uses, Intents and Purposes hereafter mentioned and declared; (that is to say) That they the said Sir J. S. G. C. and H. B. and the Survivors and Survivor of them, their Executors and Administrators, shall and will permit and suffer the said J. B. and his Assigns, to have, hold, possess and enjoy the said Messuage, Tenement and Premises, with the Appurtenances, and receive the Rents, Issues and Profits thereof, to his and their own Use and Benefit, for and during so many Years of the said Term of 99 Years as he shall happen to live. *And* also from and immediately after the Death of the

said J. B. (in case the said intended Marriage takes Effect) shall and will permit and suffer the said J. S. and her Assigns to have, hold, possess and enjoy the said Messuage, Tenement and Premises above-mentioned, with the Appurtenances, and receive the Rents, Issues and Profits thereof, to her and their own Use and Behoof, for and during so many Years of the said Term of 99 Years, as she shall happen to live. *And* also from and after the Death of the said J. B. and J. S. shall and will permit and suffer such Person and Persons to whom the said J. B. shall by his last Will and Testament, or by any Deed or Writing under his Hand and Seal, give, devise, limit or appoint the said Premises; or in Default of such appointment, shall and will permit and suffer the Executors or Administrators of the said J. B. to have, hold, possess and enjoy the said Messuage, Tenement and Premises, with the Appurtenances, for and during all the Rest, Residue and Remainder of the said Term of 99 Years, which shall be then to come and unexpired, and to and for none other Use, Intent or Purpose whatsoever. *And* the said J. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said Sir J. S. G. C. and H. B. their Executors and Administrators, That they the said Sir J. S. G. C. and H. B. their Executors, Administrators and Assigns, shall and may, during the said Term, peaceably and quietly have, hold, use, occupy, possess and enjoy, all and singular the Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, to the several Uses, Intents and Purposes aforesaid; without the Let, Suit, Trouble or Denial of the said J. B. his Heirs, Executors or

or Administrators, or any other Person or Persons whatsoever. And that free and clear, and freely and clearly acquitted and discharged of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by him the said J. B. or by any other Person or Persons lawfully claiming by, from or under him. In Witness, &c.

*An Assignment of Lands, and Grant of Goods, in
Consideration of a Marriage, made by the intended
Wife to Trustees, to the End she may after
Marriage limit and dispose thereof as she shall
think fit.*

This Indenture Tripartite, made, &c. Between
M. C. of, &c. of the first Part; T. S. of,
&c. and T. D. of, &c. of the second Part; and
R. R. of, &c. of the third Part. Whereas, &c.
[Here recite the Lease.] And whereas there is a
Marriage, by the Grace of God, intended shortly
to be had and solemnized between the said
M. C. and the said R. R. And whereas it is agreed
between the said R. R. and M. C. That if the said Marriage shall take Effect, that then
the said R. R. and M. C. shall, during their joint Lives, hold and enjoy the said Premises,
and receive the Profits thereof, and that it shall be lawful for the said M. in her Life-time, as well after the said intended Marriage as before the same, by any Deed or Deeds, or by her Will in Writing, in the Presence of two competent Witnesses, or more, to dispose of the said Premises, or any Part thereof, to any Person or Persons whatsoever, to commence from the Death of the said M. for the Remainder of the

said Term which shall be then to come and unexpired, or for any Part thereof: And that it shall and may be lawful to and for the said M. at any Time, during her natural Life, as well after the said intended Marriage as before the same, to dispose of all and singular the Goods, Chattels and Household-stuff mentioned in the Schedule or Inventory hereunto annexed, at her Will and Pleasure. *Now this Indenture witnesseth*, That the said M. C. by and with the Consent of the said R. R. (signified by his being made a Party to, and signing and sealing of these Presents) to the End the Agreement above recited, made on the Contract of the said intended Marriage may be the better performed. And in Consideration also of the Trust and Confidence which the said M. hath and doth repose in the said T. S. and T. D. their Executors and Administrators, that they will suffer the said Premises above-recited, during the Remainder of the said Term, to remain and be according to the Agreement aforesaid. And the said M. C. in Consideration also of the Sum of 5 £. of, &c. to her in Hand paid by the said T. S. and T. D. the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations the said M. C. in this Behalf especially moving, *Hath* granted, bargained and sold, assigned and set over, and by these Presents doth grant, &c. unto the said T. S. and T. D. all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above recited, and every Part and Parcel thereof, with the Appurtenances, together with the said recited Indenture, and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of her the said M. C. of, in and

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and to all and singular the said Premises above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances, (except as in and by the said Indenture is mentioned to be excepted.) *To have and to hold* all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of her the said M. C. of, in and to all and singular the said Premises above recited, and of, in and to every Part and Parcel thereof, with the Appurtenances, (except as is before mentioned to be excepted); unto the said T. S. and T. D. their Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term above recited, which is yet to come and unexpired. *And the* said M. C. for the Considerations aforesaid, *Has* granted, bargained and sold, and by these Presents doth grant, &c. unto the said T. S. and T. D. all and singular the Goods, Chattels and Household-stuff mentioned in the Schedule or Inventory hereto annexed. *To have and to hold* the said Goods, Chattels and Household-stuff, unto the said T. S. and T. D. their Executors and Assigns, from henceforth for ever: *Nevertheless* upon this especial Trust and Confidence, That the said T. S. and T. D. and the Survivor of them, and the Executors and Administrators of the Survivor, shall and will at all Times from henceforth, until the said intended Marriage between the said R. R. and the said M. C. shall happen to be solemnized, permit and suffer the said M. C. her Executors and Assigns, *To hold, use and enjoy* the said Premises, Goods, Chattels and Household-stuff, and to receive the Profits

Profit thereof to her and their own proper Use and Benefit. And from and after the Solemnization of the said intended Marriage, then upon this further Trust, That the said T. S. and T. D. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will permit and suffer such Person and Persons, To hold, use and enjoy the said Goods, Chattels and Household-stuff, in the Schedule or Inventory hereunto annexed mentioned, as she the said M. C. shall at any Time, during her Life, give or dispose of the same, or any Part thereof, and unto and until such Gift or Disposition shall and will permit and suffer the said M. to use and enjoy the same. And upon this further and more especial Trust and Confidence, that the said T. S. and T. D. and the Survivor of them, and the Executors and Administrators of the Survivor, shall and will, immediately from and after the Solemnization of the said intended Marriage, during so many Years of the Remainder of the said Term above recited, as the said R. R. and M. shall both live, permit and suffer the said R. R. and M. To hold and enjoy the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, and receive the Rents and Profits thereof to their own Use; and from and after the Death of the first of them the said R. R. and M. then upon this further Trust, That the said T. S. and T. D. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will, during the Remainder of the said Term which shall be then to come, permit and suffer such Person and Persons to hold and enjoy the said Premises, and receive the Profits thereof, as the said M. in her Life-time,

Life-time, as well after the said intended Marriage as before, by any Deed or Deeds, or by her last Will and Testament in Writing, executed in the Presence of two or more competent Witnesses, shall give, bequeath or dispose of the same Premises, or any Part thereof unto: And for Default of such Gift, Bequest or Disposition, as aforesaid, then upon this further Trust and Confidence, That the said T. S. and T. D. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will permit and suffer the Executors, Administrators and Assigns of the said M. C. to hold and enjoy the said Premises, and to receive the Profits thereof to their own proper Use and Benefit, without rendering any Account thereof to the said T. S. and T. D. or the Survivor of them, or the Executors or Administrators of the same Survivor, of or for the same, and to and for none other Trust, Intent or Purpose whatsoever. And the said R. R. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said T. S. and T. D. their Executors, Administrators and Assigns, That such Person and Persons to whom the said M. in her Life-time, either after the said intended Marriage, or before the same, shall give, grant, dispose, limit or appoint the said Goods, Chattels and Household-stuff, in the Schedule or Inventory hereunto annexed mentioned, or any Part thereof, shall and may at all Times hereafter, peaceably and quietly hold and enjoy the same Goods, or such Parts thereof as the said M. shall so give, grant or dispose of, as aforesaid, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of the said R. R. his Executors,

cutors, Administrators and Assigns, and every of them, and of all other Person and Persons whatsoever claiming in, by, from or under him, them, or any of them. *And also.* That such Person and Persons, to whom the said M. in her Life-time, either after the said Marriage, or before the same, by any Deed or Deeds, or by her last Will in Writing, shall give, grant, bequeath, dispose, limit or appoint the said Messuage, Lands and Premisses mentioned in the said recited Indenture, or any Part thereof unto, shall and may from Time to Time, and at all Times, from the Death of the first of them the said R. R. and M. during the Remainder of the said Term which will be then to come and unexpired, peaceably and quietly have, hold, use, occupy, possess and enjoy, all and singular the said Premisses in the said recited Indenture expressed, without the Let, Trouble, Hindrance, Molestation, Interruption and Demise of the said R. R. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever claiming in, by, from or under him, them, or any of them. *In Witness, &c.*

*The Limitation of the Leasehold Estate before assigned,
after the Death of the Husband and Wife.*

TO all People, &c. J. B. of, &c. sendeth Greeting. Whereas, &c. [Here recite the Lease, as in the preceding Settlement, and also the said Settlement at large, to the End of the Uses, and of the Power to limit and appoint after the Death of the said J. B. and J. S.] as in and by the said last recited Indenture, may more fully appear. Now know ye, That the said J. B. in pursuance of

the Power to him given and reserved, in
and by the said last recited Indenture, doth by
his Deed, under his Hand and Seal, limit and
appoint, that after the Death of him the said
J. B. and the Death of the said I. his Wife, if
A. B. Son of the said J. B. shall and do out-live
the said J. B. and I. that then they the said Sir
J. S. G. C. and H. B. their Executors and Admi-
nistrators, shall from thenceforth permit and
suffer the said A. B. his Executors, Administra-
tors and Assigns, to have, hold, possess and en-
joy the said Messuage, Tenement, Lands and
Premisses above-mentioned, for his and their
own Use and Benefit, during all the Rest and
Residue of the said recited Term of 99 Years,
determinable as aforesaid, which shall be then
to come and unexpired therein. *And* the said
J. B. doth further limit and appoint, That if
and in Case the said A. B. shall die in the Life-
time of the said J. B. or in the Life-time of the
said I. Wife of the said J. B. or before he attain
to the Age of 21 Years, or be married; and
that W. B. another Son of the said J. B. and
Brother of the said A. B. shall and do out-live
the said J. B. his Father, I. his said Wife, and
the said A. B. that then they the said Sir J. S.
G. C and H. B. shall permit and suffer the said
W. B. his Executors and Assigns, to have, hold,
possess and enjoy the said Messuage, &c. for
his and their own Use and Benefit, during all
the Rest and Residue of the said Term of 99
Years above-recited, determinable as aforesaid,
which shall be then to come and unexpired
therein. *And* the said J. B. doth by this his
Deed, under his Hand and Seal, further limit
and appoint, that if the said W. B. shall die in
the Life-time of his said Father, or in the Life-
time

time of the said I. Wife of the said J. B. or in the Life-time of the said A. his Brother, and that the said recited Term of 99 Years shall have longer Continuance; and that the two Daughters of the said J. B. M. and M. shall be living, that then they the said Sir J. S. G. C. and H. B. their Executors and Administrators, shall permit and suffer the said M. and M. to hold and enjoy the said Messuage, &c. and receive the Rents, Issues and Profits thereof, during all the Rest and Residue of the said Term of 99 Years above-recited, which shall be then to come and unexpired therein. *And if* but one of them, the said M. and M. shall be then living, shall permit the Survivor of them, her Executors or Administrators, to hold and enjoy the said Messuage, &c. during all the said Term; and if neither of them shall be living, shall permit and suffer the Executors or Administrators of the Survivor of them the said M. and M. to hold and enjoy the same during the then Rest and Residue of the said Term. *Provided* always, That if the said J. B. shall, at any Time hereafter, be minded to revoke and make void this present Deed, and the Trust herein and hereby limited, and the same shall signify and declare by any Writing under his Hand and Seal, testified by two or more credible Witnesses, that then and from thenceforth, immediately after such Declaration as aforesaid, this present Deed, and all and every the Trusts and Uses herein contained, shall cease, determine and be void to all Intents and Purposes, any Thing herein contained to the contrary notwithstanding. *In Witness, &c.*

A Lease

¶ Lease of Lands for 60 Tears, and a Grant of an Annuity for 99 Tears, as a Marriage Settlement, in Trust for the Wife, in lieu of all Dower, &c.

This Indenture made, &c. Between T. C. of &c. of the one Part, and T. F. of, &c. of the other Part: Witnesseth, That the said T. C. or and in Consideration of a Marriage, by the Grace of God, intended shortly to be had and solemnized between the said T. C. and A. F. Spinster, Sister of the said T. F. and of the Sum of 300 l. of, &c. to him the said T. C. in Hand said, as the Marriage Portion of the said A. the Receipt whereof the said T. C. doth hereby acknowledge, and for that a competent Jointure may be had and made to and for the said A. in Lieu, Recompence and Satisfaction of and for all such Dower, Right and Title of Dower, which the said A. can or may have, claim, challenge or demand of, in, unto or out of any the Messuages, Lands, Tenements and Hereditaments, whereof or wherein the said T. C. at any Time during the Coverture between him and the said A. his intended Wife, shall be seized of any Estate of Inheritance, and for divers other good Causes and Considerations him the said T. C. in this Behalf especially moving, Hath demised, granted and to Farm letten, and by these Presents doth demise, &c. unto the said T. F. All that Messuage, &c. To have and to hold all and singular the said Messuage and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. F. his Executors, Administrators and Assigns, immediately from and after the Solemnization of the said intended

tended Marriage between the said T. C. and the said A. and the Decease of the said T. for and during the Term of 50 Years thence next immediately ensuing and following, fully to be compleat and ended, if the said A. F. shall happen so long to live. Yielding and paying therefore yearly, during the said Term, one Pepper-Corn in and upon the Feast of St. Michael the Archangel only, if it be demanded. And the said T. C. for the Considerations aforesaid, hath given, granted and confirmed, and by these Presents doth give, &c. unto the said T. F. one Annuity or yearly Rent-Charge of 5*l* per *Annum*, of, &c. to be issuing forth, and to be yearly received, perceived, taken, and had of, in and out of *All* that Messuage, &c. To have and to hold, receive, perceive, take and enjoy the said Annuity or yearly Rent of 5*l*. unto the said T. F. his Executors, Administrators and Assigns, immediately from and after the said Solemnization of the said intended Marriage and Death of the said T. C. for and during the Term of 99 Years, thence next and immediately ensuing and following to be fully to be compleat and ended, if the said A. F. intended Wife of the said T. C. shall so long live, payable and to be paid unto the said T. F. his Executors, Administrators and Assigns, in and upon the Feasts of, &c. by even and equal Portions, at or in the now Dwelling-house of the said T. C. in, &c. aforesaid, yearly, the first Payment thereof to begin at the first of the said Feasts which shall happen next after the Solemnization of the said intended Marriage and Death of the said T. C. And if and as often as it shall happen the said Annuity or yearly Rent of 5*l*. or any Part thereof to be behind and unpaid, in

part

part or in all, by the Space of 21 Days next after any of the said Feast Days, on which the same should or of Right ought to be paid as aforesaid; but then and from thenceforth it shall and may be lawful to and for the said T. F. his Executors, Administrators and Assigns, from Time to Time into the said Premises and into every Part and Place thereto to enter and distrain, and the Distresses and Distresses, then and there had and found, to take, lead, drive and carry away, and the same and every of them to detain and keep, until the said Annuity and yearly Rent of 5 l. and all and every the Arrearages thereof, (if any shall be) unto the said T. F. his Executors, Administrators and Assigns, shall be fully satisfied, contented and paid; Of which said Annuity or yearly Rent of 5 l. the said T. C. hath paid the said T. F. in full Possession and Seisin, by Payment of 5 d. of *Eccl.* And it is agreed by and between the said Parties to these Presents, and hereby so declared, that the Term and Estate above granted, and the said Annuity or yearly Rent of 5 l. and Distresses therefore as aforesaid, are upon this special Trust and Confidence. And the said T. F. his Executors, Administrators and Assigns, shall and will at all Times, during the said Term, permit and suffer the said A. intended Wife of the said T. C. and her Assigns, to hold and enjoy the said Messuage and Premises first above mentioned, and the Term and Estate herein above granted; and to have, perceive, receive and take the said Annuity or yearly Rent of 5 l. and every Part thereof, to her and their own proper Use and Benefit, without any Account thereof to be given unto the said T. F. his Executors, Administrators or Assigns, of or for the same; and that the said

Term and Estate, and the said Annuity are for her Jointure, and in full Satisfaction of her Dower. Provided always, and upon Condition, that if the said A. shall at any Time after the Death of the said T.C. claim or demand any Dower, Right or Title of Dower, of, in, unto or out of any Messuage, Lands, Tenements or Hereditaments, whereof or wherein the said T.C. hath been, now is, or hereafter shall be seized of any Estate of Inheritance, that then and from thenceforth, these Presents, and every Thing herein contained, shall cease, determine and be utterly void and of none Effect, any Thing herein contained to the contrary thereof in any wise notwithstanding. [Here add a Covenant to pay the Annuity, and for quiet Enjoyment.] In Witness, &c.

A Settlement of an Annuity before Marriage, on the Wife, and to be at her sole Disposal.

THIS Indenture Tripartite, made, &c. Between R. S. of, &c. Executrix of the last Will and Testament of, &c. deceased, of the first Part, E. F. J. H. and M. O. of, &c. of the second Part, and J. B. of, &c. of the third Part. Whereas there is a Marriage intended to be shortly had and solemnized between the said J. B. and R. S. and upon the Contract of the said Marriage it is agreed, that the said J. B. shall have and receive with the said R. S. the Sum of, &c. as a Marriage-Portion, and no more; and that the said R. S. is to dispose of all the Residue of her Estate Real and Personal, which she hath in her own Right, or as Executrix to the said J. K. to such Person and Persons, and for such Use and Uses, and upon such Trusts as she

the

the said R. S. shall think fit. Now this Indenture witnesseth, That the said R. S. in pursuance of the said Contract, and in Consideration of the Sum of 5s. of, &c. to her the said R. S. in Land paid by the said E. F. J. H. and M. O. the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations her thereunto moving, hath (by and with the Consent and Agreement of him the said B. testified by his being made a Party to, and signing and sealing of these Presents) granted, leased and confirmed, and by these Presents hath granted, &c. unto the said E. F. J. H. and M. O. (in their actual Possession, &c.) and to their Heirs and Assigns for ever, All that Annuity or Rent-Charge of, &c. issuing and going out of All that Manor, &c. and the Reversion and Reversions, Remainder and Remainders of the said Annuity or yearly Rent-Charge, and every Part thereof; and all the Estate, Right, Title, Interest, Benefit of Distress, Entry, Claim and Demand whatsoever, of, in, unto or out of the said Annuity or yearly Rent-Charge, or of, in or to any Part thereof. To have, hold, receive and take the said Annuity or yearly Rent-Charge of, &c. and Premisses, and every Part thereof unto the said E. F. J. H. and M. O. their Heirs and Assigns, to the Use and Behoof of them the said E. F. &c. their Heirs and Assigns for ever. Upon Trust nevertheless, and to the Intents and Purposes herein after Limited, expressed and declared (that is to say) upon Trust, and to the Intent and Purpose, that they the said E. F. J. H. and M. O. and the Survivors and Survivor of them, his and their Heirs, shall dispose of and pay the said Annuity or yearly Rent-Charge of, &c. and every Part thereof,

unto the said R. S. or to such other Person or Persons, and to such other Uses, Intents and Purposes; and in such other Manner as by any Writing or Writings, to be subscribed by the said R. S. in the Presence of two or more credible Witnesses; or by her last Will and Testament in Writing, testified as aforesaid (whether she shall be sole or married) shall be from Time to Time declared, limited and appointed; and shall not dispose, employ or pay the same to any other Person or Persons, or to any other Uses, or in any other Manner, or by any other Direction or Appointment whatsoever. And from Time to Time, and at all Times, until such Appointment made and subscribed as aforesaid, they the said E. F. J. H. and M. O. and the Survivors and Survivor of them, their Heirs and Assigns, shall and may retain and keep in their Hands the said Annuity or Rent-Charge, and every Part and Parcel thereof, whereof no such Appointment shall be made, to and for the only proper Use and Benefit of the said R. S. (Covenant from J. B. to E. F. &c. peaceably to enjoy the Annuity on the Trusts aforesaid, and for further Assurance, &c.) In Witness, &c.

An Assignment of Annuities on Trust, in Nature of a Settlement.

THIS Indenture made, &c. Between H. L. of, &c. of the one Part, and C. E. of, &c. J. D. of, &c. W. C. of, &c. and L. B. of, &c. of the other Part. Whereas the said H. L. is now lawfully possessed of and intitled unto two several Annuities of 50*l.* per *Annum* each, by virtue of two several Orders bearing Date, &c. the Numbers of which Orders are, &c. and made in pursuance

Warrant of an Act of Parliament made in the
Year of, &c. of her late Majesty's Reign, enti-
tled, *An Act for, &c. and other Uses by Sale
of Annuities, charged on a Fund not exceeding,*
*&c. and to arise by, &c. and by making other
Provisions in the Act mentioned, which said
Annuities are payable and to be paid by four
equal Quarterly Payments for and during the
Term of 99 Years, commencing from, &c.* Now
*his Indenture witnesseth, That the said H. L. in
Consideration of a Marriage already had and
solemnized between the said C. E. and J. his
Wife, Daughter of the said H. L. and in pur-
suance and Part of Performance of certain Ar-
ticles made on the Contract of their Inter-mar-
riage, bearing Date, &c. between the said C. E.
of the first Part, the said H. L. and J. now Wife
of the said C. E. by the Name of J. L. only
Child of the said H. L. of the second Part, and
he said J. D. W. C. and L. B. of the third Part.
And to the End the said Annuities may be, re-
main and continue to, for and upon the several
Fructs herein after mentioned, according to the
Purport of the said Articles, And in Considera-
tion also of £. s. in Money to him the said H. L.
in Hand paid by the said J. D. W. C. and L. B.
the Receipt whereof is hereby acknowledged;
he the said H. L. *but* sold, assigned, and set
over, and by these Presents doth sell, &c. unto
the said J. D. W. C. and L. B. their Executors,
Administrators and Assigns, the said two sev-
eral Annuities of 50*l. per Annum*, and 50*l. per
Annum*, and the Tallies and Orders thereon
made: And also all the Estate, Right, Title, In-
terest, Claim and Demand whatsoever, of him
the said H. L. of, in and to same Annuities, and
either of them, *To have, hold, receive, take and
enjoy**

enjoy the said Annuities, and the Tallies and Orders thereon made unto the said J. D. W. C. and L. B. their Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 99 Years, which is yet to come and unexpired. Nevertheless, upon this especial Trust and Confidence, that they the said J. D. W. C. and L. B. and the Survivor of them, and the Executors and Administrators of such Survivor, shall and will permit and suffer the said Annuities to be received, had and taken in Manner following; (that is to say) by the said C. E. and his Assigns, during so many Years of the said Term, as he shall happen to live, and after his Decease, then by the said J. his Wife, and her Assigns; during so many Years of the said Term as she shall happen to live; and after her Decease, then by all and every such Daughters of the said J. by the said C. E. lawfully begotten, or to be begotten, as shall live to be married, or attain to the Age of 21 Years, equally to be divided between them, Share and Share alike, during the Remainder of the said Term, not as Jointenants, but as Tenants in Common: And if there shall happen to be but one such Daughter, then by such only Daughter, her Executors and Administrators, during the Remainder of the said Term; and in Case there shall be no such Daughter, then by the Executors, Administrators and Assigns of the said C. E. for and during the Remainder of the said Term of 99 Years, without any Account to be given to the said J. D. W. C. and L. B. their Executors, Administrators or Assigns, for the same; and to and for, and upon no other Trust, Intent or Purpose whatsoever. And the said H. L. for himself, his Executors, Administrators and Assigns, doth

doth covenant and grant to and with the said J. D. W. C. and L. B. their Executors, Administrators and Assigus, that he the said H. L. now hath good Right, full Power, and lawful Authority in his own Right, to sell, assign and transfer the said Annuities, and the Orders and Tallies thereon made, unto the said J. D. W. C. and L. B. their Executors, Administrators and Assigus; *To hold* to them, their Executors, Administrators and Assigus, for and during the Remainder of the said Term of 99 Years, upon the several Trusts herein before expressed and declared, according to the true Intent and Meaning of these Presents. *And also*, That the said Annuities shall and may at all Times hereafter be, remain, and continue to, for and upon the several Trusts, Intents and Purposes herein before expressed and declared of and concerning the same. *And further*, That he the said H. L. and his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having or lawfully claiming in the said Annuities or either of them, by, from or under him, shall and will at any Time or Times hereafter, upon the reasonable Request of the said J. D. W. C. and L. B. their Executors, Administrators and Assigus, make, do and execute, or cause or procure to be made, &c. All and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devises and Assurances in the Law whatsoever, for the further better and more perfecting, assigning and transferring of the said several Annuities unto the said J. D. W. C. and L. B. their Executors, Administrators and Assigus; *To hold* to them, their Executors, Administrators and Assigus, for

and during the Remainder of the said Term of 99 Years, to, for and upon the several Trusts, Intentions and Purposes herein before expressed and declared, according to the true Intent and Meaning of these Presents, as by the said J. D. W.C. and L. B. their Executors, Administrators and Assigns, or their or any of their Council learned in the Law, shall be reasonably devised, advised and required. Provided always, and it is hereby agreed and declared by and between the said Parties these Presents, That in Case the said C. E. shall be minded to sell and dispose of the said two Annuities of 50*l. per Annum*, and 50*l. per Annum*, or either of them; and shall settle and assure or give Security to the good liking of the said J. his Wife; and also of the said J. D. W.C. and L. B. or the Survivors or Survivor of them, or the greater Number of them, to settle and assure any Messuages, Lands, Tenements, Rents, Annuities or other Hereditaments, of the clear yearly Value of 100*l. per Annum*, above all Reprises, and free from all Incumbrances, unto and upon the same Trusts, and for the same Ends, Intentions and Purposes; as the said Annuities are hereby settled, that then and in such Case it shall and may be lawful to and for the said C. E. J. D. W.C. and L. B. to sell and dispose of the said two several Annuities, as he the said C. E. shall think fit, any Thing herein contained to the contrary notwithstanding. In Witness, Etc.

A Settlement

! Settlement of several Annuities, issuing and payable out of divers Funds, made in Pursuance of Marriage Articles, &c.

THIS Indenture made, &c. Between C. E. of, &c. of the one Part, and H. L. of, &c. V. C. of, &c. and L. B. of, &c. of the other Part: Whereas R. E. of, &c. aforesaid being possessed of, and entitled unto ten several Annuities £ 20 l. per Annum, each amounting in the whole to the yearly Sum of 200 l. by Virtue of ten several Orders, each bearing Date, &c. the Numbers of which several Orders are, &c. and made in Pursuance of an Act of Parliament passed in the Year of the Reign, &c. entitled, An Act for, &c. payable and to be paid by four several quarterly Payments, for and during the Term of 99 Years, commencing, &c. And being so possessed, he the said R. E. duly made and published his last Will and Testament in Writing, and thereof constituted and appointed J. D. of, &c. his Executor (in Trust for the said C. E.) who duly proved the said Will in the Prerogative Court of Canterbury, as may appear. And whereas the said J. D. in and by several Writings or Deeds Poll, bearing Date, &c. for the Considerations therein mentioned, did assign, transfer and set over unto the said C. E. his Executors, Administrators and Assigns, the said ten several Annuities or yearly Sums of 20 l. and the said several Tallies and Orders thereupon, and all his Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of, in and to the same and every of them; To hold, receive and enjoy the said Annuities, Tallies and Orders, and all Benefit

Benefit and Advantages arising thereby unto the said C. E. his Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder of the said Term of 99 Years then to come and unexpired. *Now this Indenture witnesseth*, that the said C. E. for and in Consideration of a Marriage lately had and solemnized between him and J. his now Wife, Daughter of the said H. L. and in Pursuance, and Part of Performance of certain Articles of Agreement made before and upon the Contract of the said Marriage, bearing Date, &c. and between &c. *And to the End the said Annuities may be and remain on the Trusts herein after declared, according to the Purport and true Meaning of the said Articles;* and in Consideration of 5 s. in Money to the said C. E. in Hand paid by the said H. L. W. C. and L. B. the Receipt whereof is hereby acknowledged, he the said C. E. *hath* bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said H. L. W. C. and L. B. their Executors, Administrators and Assigns, the said ten several Annuities, and all his Estate, Term and Interest therein, and of in and to the Tallies and Orders made out for the same, and all Benefit and Advantage to be had and made in respect of the Premises; *To have, hold and enjoy the said ten several Annuities or yearly Payments of 20 l. per Annum each, unto the said H. L. W. C. and L. B. their Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 99 Years above-mentioned, which is yet to come and unexpired:* *In Trust* nevertheless, that they the said H. L. W. C. and L. B. and the Survivors and Survivor of them, and the Executors and Administrators

Administrators of such Survivor, shall, will and ought to permit and suffer the same ten Annuities, to be held, enjoyed, received and taken in Manner following; (that is to say) by the said C. E. and his Assigns, for so many Years of the said Term as he shall happen to live; And after his Decease, then by the said J. his Wife, and her Assigns, for so many Years of the said Term as she shall happen to live; And after her Death, then by the Executors, Administrators and Assigns of the said C. E. for and during the Remainder of the said Term of 99 Years, without any Accompt to be given to the said H. L. W. C. and L. B. or either of them, their or either of their Executors or Administrators for the same. *And whereas* the said J. D. as Executor, in Trust for the said C. E. being intitled to several other Orders for Raising and Payment of several other Annuities, amounting in the whole to the yearly Sum of 360*l.* by Virtue of an Act of Parliament made, &c. entituled, &c. they the said J. D. and C. E. did by the said Marriage-Articles for themselves, their Executors and Administrators, severally covenant and grant to and with the said H. L. his Executors and Administrators, that they the said J. D. and C. E. their Executors and Administrators, should and would, within six Months after the said intended Marriage should take Effect, by such Ways, and in such Manner as Council should advise, assign and transfer the said last mentioned Annuities unto the said H. L. W. C. and L. B. their Executors and Administrators: *In Trust*, in the first Place, for securing the Payment of 200*l.* per Annum to the said C. E. clear of all Reprises, during the joint Lives of her present Majesty

jeſty and the ſaid J. Wife of the ſaid C. And after the Deceafe of her preſent Maſtrey, living the ſaid J. then for the Payment of 100*l. per Annum* to the ſaid J. during the joint Lives of them the ſaid C. and J. for the ſole and ſeparate Uſe of the ſaid J. and ſo as the ſaid C. ſhould have nothing to do therewith, or with the Diſpoſal thereof; and for Payment of 100*l. more* to the ſaid C. during their joint Lives: And in caſe the ſaid J. ſhould die, living the ſaid C. then for Payment of 200*l. per Annum* to the ſaid C. his Executors, Administrators and Aſſigns, during the Remainder of the ſaid Term; but if the ſaid C. ſhould happen to die in the Lifetime of the ſaid J. then for Payment of 200*l. per Annum* to the ſaid J. during her Life, and after her Death, then for Payment of 200*l. per Annum* to the Executors and Administrators of the ſaid C. And whereaſe in and by the ſaid Marriage Articles, it was provided, agreed and declared, by and between the ſaid Parties thereto, That in Caſe the ſaid C. E. ſhould at any Time, during his natural Life, be ſainted and intended to ſell and diſpoſe of the ſaid Annuities of 360*l. per Annum*, and ſhould ſettle and aſſure, or give Security to the good Liking of the ſaid J. his intended Wife, and likewiſe of the ſaid H. L. W. C. and L. B. to ſettle and aſſure any Muſtages, Lands, Tenements, Rents, Annuities, or other Heneſtiments, of the clear yearly Value of 250*l.* above all Reprizes, and free from Incumbrances, upon the ſame Truſts, and for the ſame Ends, Intents and Purpoſes, as the ſaid laſt mentioned 200*l. per Annum* were therein agreed to be ſettled; that then and in ſuch Caſe it ſhould and might be lawfaiſ to and for

for the said C. E. J. D. H. L. W. C. and L. B. and the Survivors and Survivor of them, to sell and dispose of the said several Annuities of 360*l.* *per Annum*, as he the said C. should think fit.

And whereas the said C. E. in pursuance of the Power given by the said recited *Provisos*, hath, with the Consent of his said Wife and Trustees, sold and disposed of the said several Annuities last mentioned, amounting to 360*l.* *per Annum*. And whereas the Governor and Company of, &c. in and by two several Deeds Poll, both bearing Date, &c. [Reciting in each of them, that, &c.] they the said Governor and Company, for and in Consideration of two several Sums of 1500*l.* and 1500*l.* of, &c. to these in Hand paid by the said C. E. did in and by the said last mentioned Deeds Poll, sell, assign and set over unto the said C. E. his Executors, Administrators and Assigns, all the Right, Title and Interest of the said Governor and Company, of, in and to two several Annuities of 100*l.* each, and the Monies advanced and paid into the Receipt of the Exchequer for the same, and of, in and to the said several Tallys and Orders thereon, Number, &c. made out for the same, and all Benefit and Advantage to be had and made in respect of the Premisses: To have, hold and enjoy the said two several Annuities or yearly Payments of 400*l.* and 100*l.* *per Annum* unto the said C. E. his Executors, Administrators and Assigns, for and during the Term of 99 Years, to be reckoned and accounted as aforesaid, as in and by the said two last recited Deeds Poll, duly entered in the Auditor's Office in the Exchequer, may appear; which said two last Annuities were

were purchased by the said C. E. with Consent of the said H. L. W. C. and L. B. in Order to be settled, pursuant to the said Marriage-Articles, in Lieu and Place of the said 200*l. per Annum*, secured by, and payable out of the said 360*l. per Annum* Annuities above-recited. Now this Indenture further Witnesseth, That the said C. E. in further Pursuance and Performance of the said Marriage-Articles, and in Consideration also of 5*s.* in Money to him in Hand paid by the said H. L. W. C. and L. B. ~~but~~ assigned, transferred and set over, and by these Presents doth assign, &c. unto the said H. L. W. C. and L. B. their Executors, Administrators and Assigns, All the Right, Title and Interest of him the said C. E. of, in and to the said two several last-mentioned Annuities of 100*l. per Annum*, and 100*l. per Annum*, and the Monies advanced and paid into the said Receipt of the Exchequer for the same, and of, in and to the said several Tallies and Orders thereupon, Number, &c. made out for the same, and all Benefit and Advantage to be had or made in respect of the Premises: *To have, hold and enjoy* the said two several Annuities, or yearly Payments of 100*l. per Annum*, and 100*l. per Annum*, unto the said H. L. W. C. and L. B. their Executors, Administrators and Assigns, for and during the said Term of 99 Years, to be reckoned and accounted as aforesaid: *In Trust* and Confidence nevertheless, that they the said H. L. W. C. and L. B. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, shall and will permit and suffer the said two several Annuities of 100*l.* and 100*l. per Annum*, to be received, had and taken in

in Manner following; (that is to say) by the said C. E. and his Assigns, for and during the joint Lives of her present Majesty Queen *Anne*; and the said J. Wife of the said C. And after the Death of her said present Majesty, living the said J. then to permit and suffer one of the said Annuities of 100*l.* yearly, to be had and received by the said J. and her Assigns, during the joint Lives of them the said C. and J. his Wife, for the sole and separate Use of the said J. so as the said C. shall have nothing to do therewith, or with the Disposal thereof, and shall and will permit and suffer the said C. E. and his Assigns, to receive, have and take the other 100*l.* *per Annum*, for and during their said joint Lives; and in Case the said J. shall die, living the said C. E. then in Trust to permit and suffer both the said Annuities of 100*l.* *per Annum*, and 100*l.* *per Annum*, to be received, had and taken by the said C. E. his Executors, Administrators and Assigns, during the Remainder of the said Term; but if the said C. shall happen to die in the Life-time of the said J. then shall and will permit and suffer the said Annuities of 100*l.* *per Annum*, and 100*l.* *per Annum*, to be had, received and taken by the said J. and her Assigns, during her Life; and after her Death, then by the Executors and Administrators of the said C. E. for and during the Remainder of the said Term of 99 Years, and to and for none other Trust, Intent or Purpose whatsoever. And the said C. E. for himself, his Executors, Administrators and Assigns, doth covenant and grant, to and with the said H. L. W. C. and L. B. their Executors and Administrators, that he the said C. E. now hath good Right,

Right, full Power, and lawful Authority in his own Right, to sell, assign and transfer All and every the said several Annuities above-recited, and the several Tallies and Orders thereon made unto the said H. L. W. C. and L. B. their Executors, Administrators and Assigns, to, for and upon the several Trusts, Intents and Purposes herein before expressed and declared, according to the true Intent and Meaning of these Presents. *And also*, That all and every the said several Annuities above-mentioned, shall and may from Time to Time, and at all Times, during the said several Terms of 99 Years, be, remain and continue to, for and upon the several Trusts, Intents and Purposes herein before expressed and declared, according to the true Intent and Meaning of these Presents. *And further*, That he the said C. E. his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having or lawfully claiming of and in the said several Annuities, or any of them, shall and will at any Time or Times hereafter, upon the reasonable Request of the said H. L. W. C. and L. B. their Executors or Administrators, make, do and execute, or cause, or procure to be made, &c. All and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devises and Assurances in the Law whatsoever, for the further, better, and more perfect assigning and transferring the said several Annuities, and the Tallies and Orders thereon made unto the said H. L. W. C. and L. B. their Executors, Administrators and Assigns, to, for and upon the several Uses, Trusts, Ends, Intents

Intents and Purposes herein before expressed and declared, as by the said H. L. W. C. and L. B. their Executors, Administrators or Assigns, or their or any of their Counsel learned in the Law shall be reasonably devised, or advised and required. Provided always, and it is hereby agreed by and between the said Parties to these Presents, That in Case the said C. E. shall at any Time during his natural Life, be minded and desirous to sell and dispose of the said two last mentioned Annuities of 100*l. per Annum*, and shall settle and assure, or give Security to the good Liking of the said J. his Wife, and likewise of the said H. L. W. C. and L. B. or the Survivors, or Survivor of them, or the greater Number of such Survivors, to settle and assure any Messuages, Lands, Tenements, Rents, Annuities or other Hereditaments, of the clear yearly Value of 200*l.* above all Re-prizes, and free from Incumbrances, upon the same Trusts, and for the same Ends, Intents and Purposes, as the said last mentioned Annuities are settled, that then, and in such Case it shall and may be lawful to and for the said C. E. H. L. W. C. L. B. and the Survivors and Survivor of them, to sell and dispose of the said two several Annuities of 100*l. per Annum*, and 100*l. per Annum*, as he the said C. E. shall think fit, any Thing herein contained to the contrary thereof in any wise notwithstanding; [The like Proviso for selling the ten first Annuities of 20*l. per Annum.*] In Witness, &c.

A Settlement on Marriage, of Stocks in a Company of Trade.

This Indenture Tripartite, made, &c. Between T. B. of, &c. of the first Part, E. F. of, &c. of the second Part, and L. M. T. R. and R. D. of, &c. of the third Part. Whereas a Marriage by God's Permission, is intended shortly to be had and solemnized between the said T. B. and E. F. with whom the said T. B. is to receive a considerable Marriage Portion. And whereas the said T. B. is entitled to the Sum of 1000 l. Capital Stock in the Stock of the Governor and Company of Merchants of Great Britain trading to the South Sea, commonly called South Sea Stock. Now this Indenture Witnesseth, That in Consideration of the said intended Marriage, and to the Intent that the said Stock and the Dividends and Profits thereof, may be secured and applied upon the Trusts, and to and for the Uses, Intentions and Purposes hereafter mentioned, He the said T. B. doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said L. M. T. R. and R. D. their Executors and Administrators, That he the said T. B. shall and will within, &c. Days next ensuing the Date of these Presents, in due Form, well and sufficiently transfer and Assign in the Books kept for that Purpose, the said Sum of 1000 l. South Sea Stock to the said L. M. T. R. and R. D. their Executors, Administrators and Assigns. And it is hereby declared, concluded and agreed, by and between all the said Parties to these Presents, That the said Stock when so transferred and assigned, and all the Dividends and Profits thereof

of shall be and remain in the said L. M. T. R. and R. D. their Executors, Administrators and Assigns, upon and under and subject to the several Trusts, Uses, Intent, Purposes, Conditions and Agreements herein after expressed, (that is to say) *In Trust* for the said T. B. his Executors, Administrators and Assigns, until the said Marriage shall be solemnized. And from and immediately after the Solemnization of the said intended Marriage, then that they the said L. M. T. R. and R. D. their Executors, Administrators and Assigns, shall permit and suffer the said T. B. and his Assigns, during the Term of his natural Life, to have, receive and take, to his and their own proper Use and Behoof, *All* the Dividends, Interest and other Profits, which shall, during his Life, accrue, arise, or be made, by or from the said Stock, or any Part thereof. And from and immediately after the Decease of the said T. B. Then upon Trust (in Case the said E. F. shall survive the said T. B.) to permit and suffer the said E. F. and her Assigns, during her natural Life, to receive and take to her and their own proper Use and Behoof, all the Dividends, &c. And upon this further Trust and Confidence, that they the said Trustees, their Executors, &c. shall and do, after the Deaths of the said T. B. and E. F. transfer, assign, pay, apply or dispose of the said Stock, and the Dividends, Interest and other Profits thereof, unto and amongst all and every the Sons and Daughters of the said T. B. on the said E. F. begotten, and their Children, in Case any of them shall be then dead leaving Issue, in such Parts and Proportions, and at such Time or Times, and in such Manner as the said T. B. by his last Will and Testament in Writing, or

by any other Writing duly executed, shall limit, direct or appoint the same; And in Default of such Limitation, Direction or Appointment, then unto and amongst all and every the Son and Sons, Daughter and Daughters of the said T. B. on the said E. F. lawfully to be begotten as aforesaid, and the Children of such Sons and Daughters (in Case any of them shall happen to be dead leaving Issue) in equal Shares and Proportions, equally to be divided amongst such Children, if there be more than one, and if but one, then wholly to that one. *And upon this further Trust and Confidence, That in Case the said T. B. shall survive the said E. F. and there shall be no such Son or Daughter, nor any Issue of such Son or Daughter living at the Time of her Decease;* Or if the said E. F. shall survive the said T. B. and there shall be no such Son or Daughter, nor any Issue of such Son or Daughter, living at the Time of the Decease of the said T. B. and the said E. F. shall not then be ensient of a Child which shall be afterwards born, Then that the said Trustees, their Executors, &c. do and shall in either of the said Cases, (after the Decease of the said E. F.) transfer, assign, pay, apply and dispose of the said Stock, and the Dividends, Interest and Profits thereof to the said T. B. (if he survives the said E. F.) or the Executors, Administrators or Assigns of the said T. B. after the Decease of the said E. F. in Case she happens to survive him as aforesaid. *Provided always, and it is agreed and declared by and between all the said Parties to these Presents, that in Case the said T. B. shall be minded or desirous to have the said Stock or any Part thereof sold, and the Money arising by the Sale thereof, invested in any other Stock*

or

or Fund, or placed out upon any Security, or laid out in the Purchase of Lands, Tenements or Hereditaments, or to have the said Money after it shall have been so invested or placed out, in or upon any other Stocks, Funds, or Securities, called or taken in again, and disposed of in any other Manner, and shall signify such his Mind or Desire by Writing under his Hand, signed in the Presence of two or more credible Witnesses; That then the said Trustees, their Executors, &c. shall accordingly sell, and dispose of the said Stock or any Part thereof, and invest, place, lay out or dispose of the Money arising by the Sale thereof, in such other Stocks, Funds or Securities, or in the Purchase of such Lands or Tenements, or in such other Manner as the said T. B. shall by such Writing, or any other Writing or Writings to be subscribed and attested as aforesaid, direct, limit or appoint, which said other Stocks so to be bought with the said Money, when so invested or placed out upon any such Funds or Securities, and such Lands and Tenements, when purchased, shall be transferred, assigned, conveyed, settled and assured so and in such Manner as that the same, with the Dividends, Interest, Rents and Profits thereof may remain, continue and be applied and disposed of, to, for and upon the same Trusts, Uses, Intent and Purposes, as the said South-Sea Stock, and the Dividends, Interest and Profits thereof are herein before directed, limited and appointed, to go, be applied and disposed of, or as near the same as may be, and that in all Respects according to the true Intent and Meaning of these Presents. *And it is agreed by and between all the said Parties to these Presents, That the said Trustees, their Executors, &c. shall or*

lawfully may in the first Place, deduct and retain out of the said Stock so intended to be transferred or assigned as aforesaid, or out of such other Stocks, &c. all such Sum and Summe of Money, Costs, Charges, Expences and Damages which they or any of them shall pay, expend, lay out, sustain, or be put unto, for or by Reason or Means of this present Trust, or any Act, Matter or Thing which shall or may be done or happen in, about or relating to the Execution thereof, or touching or concerning the same. *And also that the said Trustees, their Executors, &c. shall not be chargeable or accountable for more Money than what they or any of them shall respectively and actually receive by virtue of these Presents; Nor shall the one of them be answerable or chargeable for or with the Act, Receipt or Default of the other of them, but each for himself and his own Act, Receipt or Default only.* *And in Case any Loss shall happen of the said Stock, or the Money arising by the Sale thereof, or any Part thereof, or of the Dividends, Interest or Proceed thereof, without the Neglect or Default of them the said Trustees, their Executors, &c. or some of them, then they the said Trustees or any of them, their or any of their Executors, &c. shall not be charged or chargeable with such Loss, or liable to answer or make good the same or any Part thereof.* *In Witness, &c.*

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